

Exhibit C

| | | | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--------------------------------------------------------------------------------------------------------|------------------------------------------|
| CONTRACT | | Please include the following contract number on all correspondence and Monthly Statements | |
| | | CONTRACT NUMBER: GH2002-09-01 | |
| | | Contract Type: Firm Fixed Price, (utilizing Fixed Unit Rates as a basis for pricing the BOQ) | |
| Employer: The Louis Berger Group Inc 215 M Street, NW, Washington, DC 20037 USA | | Client: USAID | EFFECTIVE DATE: April 30, 2009 |
| Contractor (Name And Address): PROGRESSIVE CONSTRUCTIONS LTD 7th Floor, Raghava North Block Raghava Ratna Towers Q. Bag Ali Lane, Abids Hyderabad-500 001, Andhra Pradesh, India Tel: 40-23201810, 23204684/5/6 | | TOTAL AMOUNT OF CONTRACT: (US\$) \$34,010,704.34 | |
| | | WORK SHALL BE STARTED: May 01, 2009 | |
| | | WORK SHALL BE COMPLETED: October 30, 2010 | |

THIS CONTRACT IS ENTERED INTO BY AND BETWEEN LOUIS BERGER GROUP INC. (LBG) - (HEREINAFTER CALLED THE "EMPLOYER"), A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE UNITED STATES OF AMERICA AND PROGRESSIVE CONSTRUCTIONS LTD. (HEREINAFTER CALLED THE "CONTRACTOR"), A CORPORATION ORGANIZED UNDER THE LAWS OF SUDAN. THE PARTIES HEREBY AGREE AS FOLLOWS: THE CONTRACTOR SHALL FURNISH ALL LABOR, EQUIPMENT, AND MATERIAL, AND PERFORM ALL SERVICES SET FORTH IN THE CONTRACT.

TABLE OF CONTENTS

THIS CONTRACT CONTAINS THE FOLLOWING SECTIONS:

| NO. | DESCRIPTION OF CONTENTS | NO. | DESCRIPTION OF SECTION |
|--------------------|--------------------------------------------------------------------------|---------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Section I, Vol I | Agreement | Section VII, Vol I | The Amendments to the Specifications |
| Section II, Vol I | Letter of Acceptance | Section VIII, Vol I | The Specifications |
| Section III, Vol I | Letters of Offer, Appendix to Bid and Rebut | Section IX, Vol I | The Priced Bill of Quantities |
| Section IV, Vol I | Memorandum of Understanding and Agreement | Section X, Vol II | The Drawings |
| Section V, Vol I | The Conditions of Contract Part II, Conditions of Particular Application | Section XI, Vol I | Any other Documents Forming Part of the Contract: |
| Section VI, Vol I | The Conditions of Contract Part I, General Conditions | | (a) LBG email, 24 March 2009, (b) PCL email, 7 February 2009, (c) The Bid, 26 January 2009, (d) Minutes of Meeting, Pre-Bid Conference, 8 January 2009, (e) Addendum 1 to Bid Document, 1 January 2009 |

FOR ALL QUESTIONS AND CORRESPONDENCE TO:

THE ENGINEER

Attention: DAVE LITTLE
Chief of Party
Email: dlittle@sisp-sudan.com

SUBMIT ALL MONTHLY STATEMENTS TO:

THE ENGINEER - Juba Office

Attention: Dave Little, Chief of Party
e-mail: dlittle@sisp-sudan.com

Copy to: Mohammed Fouz, Contracts Administrator
e-mail: mfouz@louisberger.com

WITNESS WHEREOF, PARTIES HAVE EXECUTED THIS CONTRACT AS OF THE DATE SHOWN BELOW.

Employer:

Andrew V. Bailey II

SIGNATURE:

Andrew V. Bailey II

TITLE: Senior Vice President

DATE: 30 APR 2009

Contractor:

SIGNATURE:

[Signature]
TITLE: CHIEF ADMINISTRATIVE OFFICER
DATE: 30 APR 2009

The Louis Berger Group, Inc.
General Contractor
Sudan Infrastructure Program

For PROGRESSIVE CONSTRUCTIONS LTD.

Authorized Signature

SECTION I

AGREEMENT

AGREEMENT

This Agreement made the 30th day of April 2009 between The Louis Berger Group, Inc., having offices located at 2445 M Street, NW, Washington DC, USA, (hereinafter the "Employer") of the one part and Progressive Constructions Limited, having offices located at 7th Floor, Raghava North Block, Raghava Ratna Towers, Chirag Ali Lane, Abids, Hyderabad -500 001, Andhra Pradesh, India (hereinafter the "Contractor") of the other part:

Whereas the Employer is desirous that certain Works should be executed by the Contractor, viz Contract No. GH2002-09-01, Juba to Nimule Road, Section One, and has accepted a bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

Now this Agreement witnesseth as follows:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as being the whole Agreement in the noted order of precedence which shall have precedence over Sub-Clause 5.2, Conditions of Contract, Part II: Conditions of Particular Application, viz:

| | |
|---------------------|--------------------------------------------------------------------------|
| Section I, Vol I | This Agreement |
| Section II, Vol I | The Letter of Acceptance |
| Section III, Vol I | The Letters of Offer, Appendix to Bid and Rebate |
| Section IV, Vol I | The Memorandum of Understanding and Agreement |
| Section V, Vol I | The Conditions of Contract Part II, Conditions of Particular Application |
| Section VI, Vol I | The Conditions of Contract Part I, General Conditions |
| Section VII, Vol I | The Amendments to the Specifications |
| Section VIII, Vol I | The Specifications |
| Section IX, Vol I | The Priced Bill of Quantities |
| Section X, Vol II | The Drawings |
| Section XI, Vol I | Any Other Documents Forming Part of the Contract: |
| | (a) LBG email, 24 March 2009 |
| | (b) PCL email, 7 February 2009 |
| | (c) The Bid, 26 January 2009 |
| | (d) Minutes of Meeting, Pre-Bid Conference, 8 January 2009 |
| | (e) Addendum I to Bid Document, 1 January 2009 |

3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and

The Louis Berger Group, Inc.
General Contractor
Super Infrastructure Program

4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

In Witness whereof the parties hereto have caused this Agreement to be executed the day and year first above written

Authorized Signature of the Employer:
The Louis Berger Group Inc. (LBG)

Authorized Signature of the Contractor
Progressive Constructions, Ltd. (PCL)

Signed

Signed

Andrew V. Bailey II
Andrew V. Bailey, II
Senior Vice President
SISP IQC Manager

Srimani Motukomali
Srimani Motukomali- MATHUKONILLA
CAO

30 APR 2009
Date

30/4/09
Date

In the presence of:

In the presence of:

[Signature]

[Signature]

awp

The Louis Berger Group, Inc.
General Contractor
Sodan Infrastructure Program

SECTION II

LETTER OF ACCEPTANCE



The Louis Berger Group, Inc.
 2300 N Street NW, Washington, DC 20037
 Tel 202 912 0200 Fax 202 293 0787 www.louisberger.com

April 16, 2009

LBG Ref: GH2002-09-01/AB-001

Progressive Constructions Limited
 7th Floor, Raghava North Block
 Raghava Ratna Towers
 Chirag Ali Lane, Abids
 Hyderabad-500 001, Andhra Pradesh, India

Attention: K. Chandra Mohan, General Manager

Subject: Letter of Acceptance
 Contract No. GH2002-09-01

Reference: LBG/SISP IFB 029-1-008
 Juba to Nimule Road Section 1: KM 0+000 – 55+000

Dear Mr. Mohan,

This letter provides notification by the Louis Berger Group, Inc. (LBG) that it has accepted your bid submitted on January 26, 2009 in response to the above-referenced IFB. LBG intends to enter into a contract agreement with Progressive Constructions Ltd. for the supply, installation, construction, testing, commissioning and warranty of approximately KM 0+000 – 55+000 of road construction of the Juba to Nimule Road in Southern Sudan at the bid price of \$34,010,704.34 (USD).

Your attention is directed to the following items, summarized below, which should be reviewed by Progressive Constructions Ltd. These items are included in the attached Memorandum of Agreement, and, if found to be mutually acceptable, will become incorporated into the resultant contract between Progressive Constructions Ltd. and LBG:

1. Conditions of Contract, Part II, Conditions of Particular Application, Sub-Clause 8.5. It is imperative that the Contractor closely follow and adhere to the terms of Security at the Site, including all Technical Specifications of Division 1900 of Part V of the IFB.
2. Conditions of Contract, Part II, Conditions of Particular Application, Sub-Clause 19.6. This clause was intentionally left blank (bookmarked) to include language in the contract regarding Demining of the Site. At this juncture, the clause shall be added to incorporate the responsibilities of each party with respect to Demining of the Site.
3. Conditions of Contract, Part II, Conditions of Particular Application, Sub-Clause 66.2. Presently, incremental funding has been allocated by USAID for the subcontracts for construction of the JN Road. We expect that adequate funding will continue in order that the works may proceed without interruption. LBG will adhere to the requirements of this Sub-Clause; however, Progressive Constructions Ltd. is requested to review the Memorandum of Agreement with regard to the status of USAID funds.

The Louis Berger Group, Inc.

Hai Cinema, Juba Southern Sudan

The Louis Berger Group, Inc.
 General Contractor
 Juba Infrastructure Program



The Louis Berger Group, Inc.
2300 N Street NW, Washington, DC 20037
Tel 202 912 0200 Fax 202 293 0787 www.louisberger.com

In addition to the foregoing, and in accordance with the Conditions of Contract Parts I and II and Appendix to Bid (provided with the above-referenced II'B), which will be made part of the Contract Agreement, LBG requests that Progressive Constructions Ltd. assures the timely submissions as listed below, and while it is intended that this list is complete, the Contract between us will govern.

The following documents and submissions are due on the noted days following the date of this Letter of Acceptance:

- A. Sub-Clause 10.1 – The Performance Security in the amount of ten percent (10%) of the contract amount: Prior to the submission of the initial interim Progress Payment.
- B. Sub-Clause 60.8–The Mobilization Security in the amount of one hundred percent (100%) of the mobilization amount: Prior to the submission of the Mobilization Payment.
- C. Sub-Clause 14.1 – Preliminary Programme: Within ten (10) calendar days from the date of this Letter of Acceptance.
- D. Sub-Clause 14.3 – Cash Flow Estimate: Within ten (10) calendar days from the date of this Letter of Acceptance.
- E. Sub-Clause 14.5 – Delivery Forecasts: Within thirty (30) calendar days after the date of this Letter of Acceptance.
- F. Sub-Clause 14.8 – Staff Organization Chart: Within ten (10) calendar days from the date of this Letter of Acceptance.
- G. Sub-Clause 25.1 – Evidence and Terms of Insurance (and itemized breakdown of insurance cost): As soon as practicable after the respective insurances have been taken out (Sub-Clause 23.1.1) but in any case prior to the start of work at the Site.
- H. Sub-Clause 37.6.1 – Quality Control Plan: Within twenty-eight (28) calendar days from the date of this Letter of Acceptance.
- I. Sub-Clause 41.2 – Mobilization Plan: Within ten (10) calendar days from the date of this Letter of Acceptance.
- J. Sub-Clause 57.2 – Breakdown of Lump Sum Items: Within twenty-eight (28) calendar days from the date of this Letter of Acceptance.
- K. Sub-Clause 41.1 – Notice to Commence (issued by the Employer's Engineer): Within twenty-eight (28) days from the date of this Letter of Acceptance.

The following documents and submissions are due on the noted days following the date of the Notice to Commence:

The Louis Berger Group, Inc.

Hai Cinema, Juba Southern Sudan

General Contract
for Infrastructure Development

The Louis Berger Group, Inc.
 3500 N. Street NW, Washington, DC 20037
 Tel: 202-293-0200 Fax: 202-293-0787 www.louisberger.com

L. Sub-Clause 7.11 – Submittal Register: Within fourteen (14) calendar days from the date of the Notice to Commence.

M. Sub-Clause 41.2 – Camp Layout Plan: Within fourteen (14) calendar days from the date of the Notice to Commence.

N. Sub-Clause 19.1 – Safety Plan: Within thirty (30) calendar days from the date of the Notice to Commence.

O. Sub-Clause 19.2.8 – Environmental Management Plan: Within thirty (30) calendar days from the date of the Notice to Commence.

P. Sub-Clause 19.8.1 – Traffic Shutdown Plan: No later than four (4) months from the date of the Notice to Commence or two (2) months before the Contractor proposes to commence operations along a section of the roadway that will necessitate the shut down of traffic, whichever occurs first.

Q. Sub-Clause 19.9 – Traffic Management Plan: Within thirty (30) days from the date of the Notice to Commence.

R. Sub-Clause 41.2 – Mobilization to be Completed: Within ninety (90) days from the date of the Notice to Commence.

Progressive Constructions Ltd. (Package 1)

April 20, 2009

Page Four

The works to be accomplished under the Contract Agreement shall be as prescribed in the IFB and all addendums thereto. LBG looks forward to working with your organization on this very important project. If you have any questions concerning the above, please contact the undersigned.

Yours faithfully,
 The Louis Berger Group, Inc.

Andrew V. Bailey II

Andrew V. Bailey II

Senior Vice President

SISP IQC Manager

andy.bailey@lbg.com

Cc: Dave Little, LBG Chief of Party, SISP, Sudan
 Craig Kapernick, Task Order 2 Manager, Sudan
 Kara Dixon, LBG Contract and Procurement Manager, Sudan
 Tricia Graves, LBG Sr. Contracts Administrator/Manager, WDC

The Louis Berger Group, Inc.

Haj Cinema, Juba Southern Sudan
 For Procurement and Construction

no Louis Berger Group, Inc.
 General Contractor
 with International Experience

Signature

SECTION III

LETTER OF OFFERS/APPENDIX

TO BID/REBATE

FORM OF BID

Name of Request for Proposal: Juba-Nimule Road Package 1 - 0+000 - 55+000

Request for Proposal Number: IFB LBG/SISP 029-008

To: The Louis Berger Group Inc. (LBG)
Sudan Infrastructure Services Project (SISP)
Hi Cinema, HI Malakal, Juba
Southern Sudan

Gentlemen:

1. In accordance with the Conditions of Contract, Specifications, Addendums to the Specifications, Drawings, Bill of Quantities and Addenda Nos. _____ for the execution of the above-named Works we, the undersigned, offer to construct and install such Works and remedy any defects therein in conformity with the Conditions of Contract, Specifications, Addendums to the Specifications, Drawings, Bill of Quantities and Addenda for the sum of US\$ 36,649,465.88 (Thirty six million six hundred and forty nine thousands four hundred and sixty five point eighty eight only) *(bidder to insert amounts in numbers and words) (as specified in the Appendix to Bid or such other sums as may be ascertained in accordance with the conditions).*

2. We acknowledge that the Appendix forms part of our Bid.

3. We undertake, if our Bid is accepted, to commence the Works as soon as is reasonably possible after the receipt of the Engineer's Notice To Commence, and to complete the whole of the Works comprised in the Contract within the time stated in the Appendix to Bid.

4. We agree to abide by this Bid until the date specified in Instructions to Bidders clause 16 (Upto 26th May 2009), and it shall remain binding upon us and may be accepted at any time before that date.

5. Unless and until a formal Agreement is prepared and executed this Bid, together with your written acceptance thereof, shall constitute a binding Contract between us.

For Dimpressive Constructions Ltd.

K. Chandra Mohan

Authorized Signatory

General Contractor
Sudan Infrastructure Program

6. We understand that you are not bound to accept the lowest or any bid you may receive.
7. We certify/confirm that we comply with the eligibility requirements as per Instructions to Bidders Clause 3 of the bidding documents.

Dated this 25th day of January 2009

Signature K. Chandra Nataraj in the capacity of General Manager duly authorized to sign bids for and on behalf of PROGRESSIVE CONSTRUCTIONS LIMITED

Address : 7th Floor, Raghava North Block,
Raghava Ratna Towers,
Chirag Ali Lane, Abids,
Hyderabad – 500 001, Andhra Pradesh, India

Witness : Tagna
Address : S. Ravindranath Tagna
Occupation : Kosti Thermal Power Plant, Rabak, Sudan
Civil Engineer

K. Chandra Nataraj

Authorised Signatory

PROGRESSIVE CONSTRUCTIONS LIMITED
Company Registered
Hyderabad

APPENDIX TO BID

| Definitions | Conditions of contract sub-clause | |
|--------------------------------------------------------------------------|-----------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | 1.1 (a)(i) | The Employer is: The Louis Berger Group Inc. (LBG) 2445 M Street NW Washington, DC 20037 USA |
| | 1.1 (a)(iv) | The Engineer is: The Louis Berger Group Inc. (LBG) Sudan Infrastructure Services Project (SISP), Hi Cinema, Hi Malakal, Juba Southern Sudan |
| Contract Documents | 5.1 (a) | The Language is English |
| | 6.1 (b) | This contract shall be construed and interpolated in accordance with the substantive laws of the State of New Jersey and the applicable laws of the United States of America. By the execution of this contract the contractor expressly agrees to waive any rights to invoke jurisdiction of local national courts where this contract is performed and agrees to accept the exclusive jurisdiction of the state and federal courts of New Jersey, USA. |
| Bid Security Amount | 17 | The Bid Security will be three (3) percent of the total bid amount |
| Performance Security amount | 10.1 | The Performance security will be in the amount of ten (10) percent of the contract price. |
| Mobilization Payment Security amount | 60.8 | The Mobilization security will be in the amount of one hundred (100) percent of the Mobilization Payment. |
| Language ability of Contractor's Representative and Superintending Staff | 15.2 16.3 | The Language is English |

005
The Louis Berger Group, Inc.
General Contractor
Sudan Infrastructure Services Project

For Progress Construction Ltd.

K. Chandra Mohan
Authorized Signatory

S.H.

| | Conditions of contract sub-clause | |
|------------------------------------------------------------------------------------------------|-----------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Minimum Amount of Third Party Insurance | 23.1.1 | US \$ 1,000,000 (one million) per occurrence, with the number of occurrences unlimited |
| Time for issue of the Notice to Commence | 41.1 | Twenty eight calendar (28) days |
| Time for completion | 43.1 | The time for completion for the whole of the work is 548 (five hundred forty eight) calendar days from the Notice to Commence date. |
| Amount of Liquidated Damages | 47.1 | US \$ 20,000.00 per calendar day |
| Limit of Liquidated Damages | 47.1 | Fifteen percent (15%) of the Contract Price. |
| Defects Liability Period | 49.1 | 365 Calendar days |
| Number of copies of Monthly Statement, Statement at Completion and Final Statement | 60.1 60.12 60.13 | Three (3) |
| Materials on site for which a credit will be applied | 60.3 | 1. Bitumen 2. Cement 3. Crushed Aggregates 4. Reinforcing Steel etc. |
| Minimum Amount of Interim Payment Certificates | 60.2 | US \$ 500,000.00 |
| Retention Money | 60.5 | Ten percent (10%) of each Interim Payment Certificate. |
| Interest on Unpaid sums | 60.10 (b) | The interest rate as fixed by the Treasury Secretary of United States of America for each 6-month period, applicable during period the unpaid sum is over due. |

The Louis Berger Group, Inc.
Master Contractor
Subcontractors Program

K. Charles Mahan
 Authorized Signatory
 9/21/11

progressive

Date: 25th January 2009

To

The Louis Berger Group Inc. (LBG)
Sudan Infrastructure Services Project (SISP)
Hi Cinema, Hi Malakal, Juba
South Sudan.

Sub: Construction of Juba-Nimule Road Package 1 – Km. 0+000 – Km.
55+000

Sir,

We offer a rebate of 7.2 % (Seven . Two percent only) on
our quoted Amount for the subject work.

Thanking You,

For Progressive Constructions Limited

K. Chandra Mohan

K.Chandra Mohan
(General Manager)

The Louis Berger Group Inc.
General Contractor
Sudan Infrastructure Program

PROGRESSIVE CONSTRUCTIONS LTD

Branch Office : P.O.Box - 870, Khartoum, SUDAN 11111, Phone +249-16-616-2351, +249-61-733-8377, Fax +249-16-616-2351

Regd Office 7th Floor, "RAGHAVA NORTH BLOCK" Raghava Ratna Towers, Chingai Lane, Hyderabad - 500 001 A P INDIA

Phones +91-40-23201816, 23204844/5/6, Fax +91-40-23203637/8

E-mail info.khartoum@progressiveconstructions.com, info.hyd@progressiveconstructions.com

SECTION IV

MEMORANDUM OF

UNDERSTANDING AND

AGREEMENT

MEMORANDUM OF MUTUAL UNDERSTANDING AND AGREEMENT
BETWEEN THE PARTIES

CONTRACT FOR CONSTRUCTION OF THE JUBA TO NIMULE ROAD
Progressive Constructions, Ltd., Section One, Km 0+000 – 55+000

Contract No. GH2002-09-01

It is understood and agreed upon by Progressive Constructions, Ltd., hereinafter the CONTRACTOR and The Louis Berger Group, Inc. (LBG), hereinafter the EMPLOYER, that, prior to executing a subcontract agreement, the parties collectively and collaboratively understand their respective responsibilities and obligations regarding the following conditions throughout the execution of the Works contemplated under the contract:

SECURITY

It is the sole responsibility of the Contractor to secure, coordinate and maintain all of the necessary security items and services to protect itself, its supplies, materials, plant and equipment, its employees, and the Employer's staff and representatives directly supporting the Contractor at the site and residing and working in Contractor provided facilities and traveling in Contractor provided vehicles and equipment, as specified in the Contract, during the course of executing the Works specified in the Contract. The Contractor shall not be responsible for providing security to Employer's staff not residing and working in Contractor provided camps and facilities or who are traveling on the project in non-Contractor supplied vehicles or equipment. Any and all claims resulting from the Contractor's lack of security required in the Contract, including any delays resulting therefrom, shall be at the sole expense of the Contractor. In accordance with Sub-Clause 8.5 and Division 1900 of the IFB, the Contractor shall seek the approval of the Employer for its security provider, procured or otherwise.

DEMINEING

Sub-Clause 19.6 shall be added into any resultant contract to stipulate the respective responsibilities and risks associated with demining the site.

19.6 The Employer will be responsible for all demining associated with the Contract execution except as otherwise stipulated in the Contract. The Employer will demine and remove unexploded ordnance (UXO) pursuant to United Nations Mine Action Office (UNMAO) standards and will provide the Contractor with the necessary certificates documenting the clearances. The Employer shall have 15 km cleared along the alignment at any given time for the Contractor to proceed and will provide demining and UXO support throughout the duration of the Contract. The Contractor shall, upon receipt and acceptance of said certificates, proceed solely at its own risk in proceeding in UNMAO certified cleared areas. If however, the Contractor should encounter evidence of mines or

CLB
The Louis Berger Group, Inc.
General Contractor
Sudan Infrastructure Program

CLB
Progressive Constructions Ltd.

Authorized Signatory

UXO in an area previously and certifiably cleared, it shall immediately notify the Employer (with a copy to the Engineer) of the encounter, immediately and clearly mark the site of the mine or UXO, and continue the Works in other areas with diligence and to the extent practicable so as not to interrupt or delay Contractor performance. The Employer will then take appropriate actions to inspect, remove and/or recertify the area in accordance with the Contract.

The Contractor shall coordinate all anticipated work sufficiently in advance in order that demining resources may be directed in the most effective manner to promote execution of the Works and mitigate unanticipated costs to the Donor/Employer.

FUNDING

The United States Agency for International Development (USAID), hereinafter the CLIENT is providing the funds for this project. The Client has authorized the Employer sufficient funds for the execution of the JN Road, including the procurement of the Contractor(s) to perform the Works. The Employer anticipates that Client allocation for the continuation of the Works will be made available without interruption of the Contract. If, however, funding is not allocated by the Client at least thirty (30) days prior to the need for additional funds, the Conditions of Contract Part I, Sub-Clauses 66.1 and 40.1, and Conditions of Contract Part II, Sub-Clause 66.2, shall prevail, and the responsibilities and obligations of the Employer and the Contractor stipulated therein shall be adhered to in accordance with the terms of the Contract.

The aforesaid parties do hereby mutually agree to the terms of this memorandum as shall be incorporated into the resulting Contract.

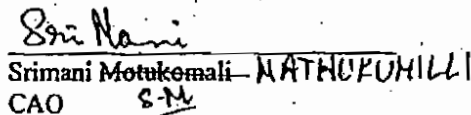
Signed:
For the Louis Berger Group, Inc.



Andrew V. Bailey II
Senior Vice President
SISP IQC Manager

30 APR 2009
Date

Signed:
For Progressive Construction, Ltd.



Srimani Motukomali - NATHUKUMILLI
CAO S.M.

30/4/09
Date

Attest:



For:
The Louis Berger Group, Inc.
General Contractor
Sudan Infrastructure Program

Attest:



For:
Progressive Construction Ltd.

AUTHORIZED SIGNATURE

SECTION V

THE CONDITIONS OF

CONTRACT, PART II,

CONDITIONS OF PARTICULAR

APPLICATION

Federal Acquisition Regulation
Southern Sudan

Section
Conditions of Particular Application

SECTION V PART II: CONDITIONS OF CONTRACT CONDITIONS OF PARTICULAR APPLICATION

TABLE OF CONTENTS

| <u>SUB-CLAUSE</u> | <u>PAGE NO.</u> |
|--------------------------------------------------------------------------------|-----------------|
| DEFINITIONS AND INTERPRETATIONS | 1 |
| SUB-CLAUSE 1.1 - DEFINITIONS | 1 |
| ENGINEER AND ENGINEER'S REPRESENTATIVE | 2 |
| SUB-CLAUSE 2.1 - ENGINEER'S DUTIES AND AUTHORITY | 2 |
| ASSIGNMENT AND SUBCONTRACTING | 3 |
| SUB-CLAUSE 4.1 - SUBCONTRACTING | 3 |
| SUB-CLAUSE 4.3 - EMPLOYMENT OF LOCAL SOUTHERN SUDANESE SUBCONTRACTORS | 3 |
| CONTRACT DOCUMENTS AND CONTRACTOR SUBMITTALS | 3 |
| CLAUSE 5 | 3 |
| SUB-CLAUSE 5.1 - LANGUAGE AND LAW | 3 |
| SUB-CLAUSE 5.2 - PRIORITY OF CONTRACT DOCUMENTS | 3 |
| SUB-CLAUSE 5.3 - JOINT AND SEVERAL LIABILITY | 4 |
| SUB-CLAUSE 5.4 - DETAILS TO BE CONFIDENTIAL | 4 |
| SUB-CLAUSE 6.1 - CUSTODY AND SUPPLY OF DRAWINGS AND DOCUMENTS | 4 |
| SUB-CLAUSE 6.2 - ONE COPY OF DRAWINGS TO BE KEPT ON SITE | 4 |
| SUB-CLAUSE 6.3 - DISRUPTION OF PROGRESS | 4 |
| SUB-CLAUSE 6.4 - DELAYS AND COST OF DELAY OF DRAWINGS | 4 |
| SUB-CLAUSE 6.5 - FAILURE OF CONTRACTOR TO PROVIDE SUBMITTALS | 5 |
| SUB-CLAUSE 7.1 - MATERIALS AND PLANT SUBMITTALS | 5 |
| SUB-CLAUSE 7.5 - SHOP DRAWING SUBMITTALS | 5 |
| SUB-CLAUSE 7.6 - DRAWINGS AND CALCULATIONS FOR TEMPORARY WORK SUBMITTALS | 5 |
| SUB-CLAUSE 7.7 - AS BUILT DRAWING PREPARATION AND SUBMITTAL | 5 |
| SUB-CLAUSE 7.8 - SUBMITTAL PROCEDURES | 6 |
| SUB-CLAUSE 7.9 - TIME FOR PREPARATION AND REVIEW SUBMITTALS | 7 |

SISP (USAID) Southern Sudan

Conditions of Particular Application

General Contract
Southern Sudan

APPROVED SIGNATURE

Juba-Nimule Road - Package 1: (0+000-55+000)
Southern Sudan

Section IV
Conditions of Particular Application

| | |
|------------------------------------------------------------------------------------|----|
| SUB-CLAUSE 7.10 - RESPONSIBILITY FOR SUBMITTALS AND SHOP DRAWINGS | 7 |
| SUB-CLAUSE 7.11 - SUBMITTAL REGISTER | 7 |
| SUB-CLAUSE 7.12 - CONTRACTOR SUBMISSIONS | 8 |
| GENERAL OBLIGATIONS | 8 |
| SUB-CLAUSE 8.3 - RESTRICTIONS ON PURCHASES AND SERVICES | 8 |
| SUB-CLAUSE 8.4 - IMPLANTATION OF E.O. 13224-EXECUTIVE ORDER ON TERRORIST FINANCING | 9 |
| SUB-CLAUSE 8.5 - SECURITY OF THE SITE | 9 |
| SUB-CLAUSE 8.6 - NOTICE OF OPERATIONS | 9 |
| SUB-CLAUSE 8.7 - ARRANGEMENTS WITH IRRIGATION AUTHORITIES | 10 |
| SUB-CLAUSE 8.8 - LAND FOR CONSTRUCTION PURPOSES, DETOURS, PLANT ETC | 10 |
| SUB-CLAUSE 10.1 - PERFORMANCE SECURITY | 11 |
| SUB-CLAUSE 10.2 - VALIDITY OF THE PERFORMANCE SECURITY | 11 |
| SUB-CLAUSE 10.3 - CLAIMS UNDER PERFORMANCE SECURITY | 11 |
| SUB-CLAUSE 13.2 - SITE ORDER BOOK | 11 |
| SUB-CLAUSE 14.1 - PROGRAMME TO BE SUBMITTED | 12 |
| SUB-CLAUSE 14.3 - CASH FLOW ESTIMATE TO BE SUBMITTED | 14 |
| SUB-CLAUSE 14.5 - CONTRACTOR'S EQUIPMENT, MATERIALS AND PLANT DELIVERY FORECASTS | 14 |
| SUB-CLAUSE 14.6 - CONSTRUCTION PHOTOGRAPHS | 14 |
| SUB-CLAUSE 14.7 - MONTHLY REPORTS | 15 |
| SUB-CLAUSE 14.7.1 - INTERIM REPORTS | 17 |
| SUB-CLAUSE 14.8 - CONTRACTOR STAFF ORGANIZATION CHART | 18 |
| SUB-CLAUSE 15.1 - CONTRACTOR'S SUPERINTENDENCE | 18 |
| SUB-CLAUSE 15.2 - LANGUAGE ABILITY OF CONTRACTOR'S REPRESENTATIVE | 18 |
| SUB-CLAUSE 16.3 - LANGUAGE ABILITY OF SUPERINTENDING STAFF | 18 |
| SUB-CLAUSE 16.4 - EMPLOYMENT OF LOCAL PERSONNEL | 18 |
| SUB-CLAUSE 16.5 - FOREIGN STAFF AND LABOUR | 19 |
| SUB-CLAUSE 17.2 - SURVEY AND GEOMETRIC SURVEY LAYOUT SHOP DRAWINGS | 19 |
| SUB-CLAUSE 17.3 - ESTABLISHMENT OF LINES AND GRADES | 19 |
| SUB-CLAUSE 19.1 - SAFETY PRECAUTIONS AND SAFETY AND SECURITY PLANS | 20 |
| SUB-CLAUSE 19.2 - PROTECTION OF THE ENVIRONMENT | 22 |

SISP (USAID) Southern Sudan

Conditions of Particular Application - Page ii of vii

Juba-Mundak Road - Package 1 (100% S-300)
Southern Sudan

Section
Conditions of Particular Application

| | |
|-------------------------------------------------------------------------------------------------|------------------------------|
| SUB-CLAUSE 19.2.1 - GENERAL ENVIRONMENTAL REQUIREMENTS | 22 |
| SUB-CLAUSE 19.2.2 - AVOIDANCE OF NUISANCE | 23 |
| SUB-CLAUSE 19.2.3 - AIR QUALITY | 23 |
| SUB-CLAUSE 19.2.4 - WATER QUALITY MANAGEMENT | 25 |
| SUB-CLAUSE 19.2.5 - NOISE AND VIBRATION CONTROL | 26 |
| SUB-CLAUSE 19.2.6 - REDUCTION OF CONSTRUCTION OPERATION IMPACT | 27 |
| SUB-CLAUSE 19.2.7 - EROSION PREVENTION & CONTROL AND OTHER ENVIRONMENTAL PROVISIONS | 28 |
| SUB-CLAUSE 19.2.8 - ENVIRONMENTAL MANAGEMENT PLAN AND ORGANIZATION | 32 |
| SUB-CLAUSE 19.2.9 - ENVIRONMENTAL REPORTS | 33 |
| SUB-CLAUSE 19.2.10 - ENVIRONMENTAL INSPECTIONS | 33 |
| SUB-CLAUSE 19.2.11 - REFRIGERANTS AND FIRE EXTINGUISHERS | 34 |
| SUB-CLAUSE 19.2.12 - PROTECTION OF SOILS | 34 |
| SUB-CLAUSE 19.3 - HEALTH AND SAFETY | 34 |
| SUB-CLAUSE 19.4 - RECORDS OF SAFETY AND HEALTH | 35 |
| SUB-CLAUSE 19.5 - REPORTING OF ACCIDENTS AND SECURITY INCIDENTS | 35 |
| SUB-CLAUSE 19.6.2 - DE-MINING REPORTS | ERROR! BOOKMARK NOT DEFINED. |
| SUB-CLAUSE 19.7 - SAFETY, SECURITY, ENVIRONMENTAL, HEALTH AND TRAFFIC MANAGEMENT OFFICERS | 35 |
| SUB-CLAUSE 19.8 - TRAFFIC MANAGEMENT | 36 |
| SUB-CLAUSE 19.8.1 - SHUTDOWN OF TRAFFIC | 38 |
| SUB-CLAUSE 19.9 - TRAFFIC MANAGEMENT PLAN | 39 |
| SUB-CLAUSE 19.10 - PARADE TO COMPLY WITH REQUIREMENTS | 40 |
| SUB-CLAUSE 20.4 - EMPLOYER'S RISKS | 41 |
| SUB-CLAUSE 21.1 - INSURANCE OF WORKS AND CONTRACTOR'S EQUIPMENT | 41 |
| SUB-CLAUSE 21.2 - INSURANCE OF WORKS AND CONTRACTOR'S EQUIPMENT | 42 |
| SUB-CLAUSE 21.3 - INSURANCE OF WORKS AND CONTRACTOR'S EQUIPMENT | 42 |
| SUB-CLAUSE 23.1.1 - MINIMUM AMOUNT OF THIRD-PARTY INSURANCE | 42 |
| SUB-CLAUSE 24.3 - RELOCATION OF U.S. BUSINESSES | 43 |
| SUB-CLAUSE 24.4 - ASSISTANCE TO EXPORT PROCESSING ZONES | 43 |
| SUB-CLAUSE 24.5 - INTERNATIONALLY RECOGNIZED WORKER'S RIGHTS | 43 |
| SUB-CLAUSE 25.1 - EVIDENCE AND TERMS OF INSURANCES | 43 |

SLSP (USAID) Southern Sudan

Conditions of Particular Application - Page iii of vii

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Juba-Nimule Road - Package 1: (0+000-55+000)
Southern Sudan

Section ..
Conditions of Particular Application

| | |
|------------------------------------------------------------------------------------------|----|
| SUB-CLAUSE 25.5 - SOURCE OF INSURANCES | 43 |
| SUB-CLAUSE 26.2 - INSPECTIONS AND AUDIT BY THE CLIENT | 43 |
| SUB-CLAUSE 26.3 - PERMITS AND RESPONSIBILITIES | 44 |
| SUB-CLAUSE 26.3.1 - PERMITS AND LICENSES FOR BLASTING OPERATIONS | 44 |
| SUB-CLAUSE 26.4 - HOST COUNTRY TAXES, DUTIES AND LEVIES | 44 |
| SUB-CLAUSE 26.4.1 - TENURE OF EXEMPTION FROM HOST COUNTRY TAXES, DUTIES AND LEVIES | 44 |
| SUB-CLAUSE 26.5 - DAMAGE TO EXISTING PROPERTY | 45 |
| SUB-CLAUSE 27.2 - CULTURAL AND HISTORIC ARTEFACTS | 45 |
| SUB-CLAUSE 29.2 - WORKING IN AND DEALING WITH EXISTING WATER FLOWS | 45 |
| SUB-CLAUSE 29.3 - LOCATION AND PROTECTION OF UTILITIES AND EXISTING STRUCTURES | 45 |
| SUB-CLAUSE 34.1A - FOREIGN STAFF AND LABOR | 46 |
| SUB-CLAUSE 34.2 - WEIGHTS AND WAGES AND CONDITIONS OF LABOUR | 46 |
| SUB-CLAUSE 34.3 - EMPLOYMENT OF PERSONS IN THE SERVICE OF OTHERS | 46 |
| SUB-CLAUSE 34.4 - REPATRIATION OF LABOUR | 46 |
| SUB-CLAUSE 34.5 - HOUSING FOR LABOUR | 47 |
| SUB-CLAUSE 34.6 - MEASURES AGAINST INSECT AND PEST NUISANCE | 47 |
| SUB-CLAUSE 34.7 - EPIDEMICS | 47 |
| SUB-CLAUSE 34.8 - BURIAL OF THE DEAD | 47 |
| SUB-CLAUSE 34.9 - SUPPLY OF FOODSTUFFS | 47 |
| SUB-CLAUSE 34.10 - SUPPLY OF WATER | 48 |
| SUB-CLAUSE 34.11 - ALCOHOLIC LIQUOR OR DRUGS | 48 |
| SUB-CLAUSE 34.12 - ARMS AND AMMUNITION | 48 |
| SUB-CLAUSE 34.13 - FESTIVALS AND RELIGIOUS CUSTOMS | 48 |
| SUB-CLAUSE 34.14 - DISORDERLY CONDUCT | 48 |
| SUB-CLAUSE 34.15 - TRAFFICKING VICTIM PROTECTION | 48 |
| MATERIAL, PLANT AND WORKMANSHIP | 49 |
| SUB-CLAUSE 36.1 - QUALITY OF MATERIALS, PLANT AND WORKMANSHIP | 49 |
| SUB-CLAUSE 36.2 - COST OF SAMPLES | 49 |
| SUB-CLAUSE 36.3 - COST OF TESTS | 49 |
| SUB-CLAUSE 36.4 - COST OF TESTS NOT PROVIDED FOR | 49 |

Juba-Nimule Road - Package 1F (44001251800)
 Southern Sudan

Section
 Conditions of Particular Application

| | |
|------------------------------------------------------------------------------------------------------|----|
| SUB-CLAUSE 36.5 - ENGINEER'S DETERMINATION WHERE TEST NOT PROVIDED FOR | 49 |
| SUB-CLAUSE 37.3 - DATES OF INSPECTION AND TESTING | 49 |
| SUB-CLAUSE 37.4 - REJECTION | 49 |
| SUB-CLAUSE 37.5 - INDEPENDENT INSPECTION | 50 |
| SUB-CLAUSE 37.6 - CONTRACTOR QUALITY CONTROL | 50 |
| SUB-CLAUSE 37.6.1 - REQUIREMENTS FOR CONTRACTOR'S QUALITY CONTROL PLAN | 51 |
| SUB-CLAUSE 37.6.2 - QUALITY CONTROL MEETINGS | 52 |
| SUB-CLAUSE 37.6.3 - CONTRACTOR'S QUALITY CONTROL ORGANIZATION | 53 |
| SUB-CLAUSE 37.6.4 - QUALITY CONTROL DOCUMENTATION | 54 |
| SUB-CLAUSE 37.6.5 - CONTRACTOR QUALITY CONTROL TESTS AND TESTING | 54 |
| SUB-CLAUSE 37.6.6 - MATERIAL SAMPLING | 56 |
| SUB-CLAUSE 37.6.7 - TRANSMITTAL OF TEST REPORTS | 56 |
| SUB-CLAUSE 37.6.8 - MANUFACTURER'S CERTIFICATION AND TESTS | 56 |
| SUB-CLAUSE 37.6.9 - OFF-SITE TESTING AND INSPECTIONS BY SPECIALIZED LABORATORY | 57 |
| SUB-CLAUSE 37.6.10 - PRE-FINAL INSPECTION | 57 |
| SUB-CLAUSE 37.7 - OPERATION AND MAINTENANCE MANUALS AND TRAINING | 57 |
| SUB-CLAUSE 38.3 - PROTECTION OF WORKS FROM THE WEATHER | 58 |
| SUB-CLAUSE 38.4 - BACKFILLING HOLES AND TRENCHES | 58 |
| SUB-CLAUSE 38.5 - RECEIVING, HANDLING AND STORAGE OF MATERIALS AND PLANT | 58 |
| SUB-CLAUSE 38.6 - EMPLOYER SUPPLIED MATERIALS FOR THE WORKS | 60 |
| COMMENCEMENT AND DELAYS | 60 |
| SUB-CLAUSE 41.2 - MOBILIZATION | 61 |
| SUB-CLAUSE 48.5 - DEFINITION OF SUBSTANTIAL COMPLETION | 61 |
| SUB-CLAUSE 52.3 - VARIATIONS EXCEEDING 15 PER CENT | 61 |
| PROCEDURES FOR CLAIMS | 61 |
| SUB-CLAUSE 53.4 - FAILURE TO COMPLY | 61 |
| CONTRACTOR'S EQUIPMENT, TEMPORARY WORKS AND MATERIALS | 61 |
| SUB-CLAUSE 54.1 - CONTRACTOR'S EQUIPMENT, TEMPORARY WORKS AND MATERIALS; EXCLUSIVE USE FOR THE WORKS | 61 |
| MEASUREMENT | 62 |

Juba-Nimule Road - Package 1: (0+000-55+000)
Southern Sudan

Section
Conditions of Particular Application

| | |
|-----------------------------------------------------------------------|----|
| SUB-CLAUSE 55.2 - OMISSIONS OF QUANTITIES | 62 |
| SUB-CLAUSE 56.1 - WORK TO BE MEASURED | 62 |
| SUB-CLAUSE 57.1 - METHOD OF MEASUREMENT | 63 |
| CERTIFICATES AND PAYMENT | 63 |
| CLAUSE 60 - CERTIFICATES AND PAYMENT | 63 |
| SUB-CLAUSE 60.1 - MONTHLY STATEMENTS | 63 |
| SUB-CLAUSE 60.2 - MONTHLY PAYMENTS | 64 |
| SUB-CLAUSE 60.3 - MATERIALS AND PLANT FOR THE PERMANENT WORKS | 64 |
| SUB-CLAUSE 60.4 - PLACE OF PAYMENT | 65 |
| SUB-CLAUSE 60.5 - RETENTION MONEY | 65 |
| SUB-CLAUSE 60.6 - PAYMENT OF RETENTION MONEY | 65 |
| SUB-CLAUSE 60.7 - MOBILIZATION PAYMENT | 65 |
| SUB-CLAUSE 60.8 - MOBILIZATION PAYMENT SECURITY | 66 |
| SUB-CLAUSE 60.9 - VALIDITY OF THE MOBILIZATION PAYMENT SECURITY | 66 |
| SUB-CLAUSE 60.10 - TIME OF PAYMENT AND INTEREST | 66 |
| SUB-CLAUSE 60.11 - CORRECTION OF CERTIFICATES | 67 |
| SUB-CLAUSE 60.12 - STATEMENT AT COMPLETION | 67 |
| SUB-CLAUSE 60.13 - FINAL STATEMENT | 67 |
| SUB-CLAUSE 60.14 - DISCHARGE | 67 |
| SUB-CLAUSE 60.15 - FINAL PAYMENT CERTIFICATE | 68 |
| SUB-CLAUSE 60.16 - CESSATION OF EMPLOYER'S LIABILITY | 68 |
| REMEDIES | 68 |
| SUB-CLAUSE 63.1 - DEFAULT OF CONTRACTOR | 68 |
| SUB-CLAUSE 63.2 - VALUATION AT DATE OF EXPULSION | 68 |
| SUB-CLAUSE 63.3 - PAYMENT AFTER EXPULSION | 69 |
| SUB-CLAUSE 63.4 - ASSIGNMENT OF BENEFIT OF AGREEMENT | 69 |
| SUB-CLAUSE 63.5 - CORRUPT OR FRAUDULENT PRACTICES | 69 |
| SPECIAL RISKS | 69 |
| SUB-CLAUSE 65.2 - SPECIAL RISKS | 69 |
| SUB-CLAUSE 65.8 - PAYMENT IF CONTRACT TERMINATED | 69 |

Conditions of Particular Application -Page vii of viii

In the District Court, N.D.
 at the County of _____
 State of _____
 the _____ day of _____, 19____

Juba-Nimule Road - Package 1: (0+000-55+000)
Southern Sudan

Section -
Conditions of Particular Application

PART II: CONDITIONS OF CONTRACT CONDITIONS OF PARTICULAR APPLICATION

DEFINITIONS AND INTERPRETATIONS

SUB-CLAUSE 1.1 - DEFINITIONS

(a) (i) The Employer is the party stipulated in the Appendix to Bid.

(a) (iv) The Engineer is the party stipulated in the Appendix to Bid.

Subparagraph (a) (iv) is amended by adding the following words after the word "Conditions":

"or any other competent person appointed by the Employer, and notified to the Contractor, to act in replacement of the Engineer."

Subparagraph (a) is further amended by adding the following sub-clauses (vi), (vii), (viii), (ix) and (x):

"(vi) USAID means the United States Agency for International Development."

"(vii) Client means USAID"

"(viii) Government means the Government of the United States of America."

"(ix) Host Country means Southern Sudan"

"(x) SISP Contract refers to the Sudan Infrastructure Services Project funded by USAID. USAID has engaged the Employer to administer the SISP."

Subparagraph (b) (ii) is amended by deleting the text for the definition of "Specification" and replacing it with the following:

""Specification" means the specifications for the Works included in the Contract and referred to under sub-section (b) (i) of Sub-Clause 1.1 and Sub-Clause 5.2 which may from time to time be supplemented or revised by the Engineer pursuant to Clause 51."

Subparagraph (b) (iii) is amended by deleting the text for the definition of "Drawings" and replacing it with the following:

""Drawings" means the drawings included in the Contract and referred to under sub-section (b) (i) of Sub-Clause 1.1 and Sub-Clause 5.2 which may from time to time be supplemented or revised by the Engineer pursuant to Clause 51."

Subparagraph (b) (v) of Sub-Clause 1.1 is amended by adding the following words at the end:

"The word 'tender' is synonymous with 'bid,' and the words 'Appendix to Tender' with 'Appendix to Bid,' and the words 'tender documents' with 'bidding documents.'"

Subparagraph (b) is amended by adding the following sub-clauses (ix), (x), (xi), (xii) and (xiii):

"(ix) "Submittal" means reports, all samples, technical information, manufacture's data for materials and Plant, Shop Drawings, Programs, mix designs, plans, calculations, tables, charts, As Built Drawings, operation and

Sub-Nigula Road (SSP/USAID/SSP/000000)
Southern Sudan

Conditions of Particular Application

8. the Priced Bill of Quantities and Preamble thereto;
9. the drawings;
10. the Schedules of Supplementary information and all data and information thereto; and
11. any other documents forming part of the Contract.

SUB-CLAUSE 5.3 - JOINT AND SEVERAL LIABILITY

Add the following Sub-Clause 5.3:

"If the Contractor is a joint venture of two or more parties, all such parties shall be jointly and severally bound to the Employer for the fulfillment of the terms of the Contract and shall designate one of such parties to act as a partner in charge with authority to bind the joint venture. The composition or the constitution of the joint venture shall not be altered without the prior consent of the Employer."

SUB-CLAUSE 5.4 - DETAILS TO BE CONFIDENTIAL

Add the following Sub-Clause 5.4:

"The Contractor shall treat the details of the Contract as private and confidential, save insofar as may be necessary for the purposes thereof, and shall not publish or disclose the same or any particulars thereof in any trade or technical paper or elsewhere without the previous consent in writing of the Employer."

SUB-CLAUSE 6.1 - CUSTODY AND SUPPLY OF DRAWINGS AND DOCUMENTS

Sub-Clause 6.1 is amended by deleting the second paragraph of the Sub-Clause.

SUB-CLAUSE 6.2 - ONE COPY OF DRAWINGS TO BE KEPT ON SITE

Sub-Clause 6.2 is amended by deleting the text of the clause and replacing it with the following:

"One copy of the Drawings and Specifications furnished to the Contractor and approved Submittals and Shop Drawings shall be kept by the Contractor on the Site and the same shall at all reasonable times be available for inspection and use by the Engineer and by any other person authorized by the Engineer."

SUB-CLAUSE 6.3 - DISRUPTION OF PROGRESS

Sub-Clause 6.3 is amended by deleting the text of the clause and replacing it with the

following: "The Contractor shall submit a written notice of delay or disruption of progress to the Engineer within a reasonable time or later than a time period stipulated in the Contract. The notice shall include details of what is required, by when it is required and of any delay or disruption likely to be suffered if it is late."

SUB-CLAUSE 6.4 - DELAYS AND COST OF DELAY OF DRAWINGS

Sub-Clause 6.4 is amended by deleting the text of the first paragraph of the clause and replacing it with the following:

SSP (USAID) Southern Sudan

Conditions of Particular Application - Page 4 of 81

For the Contractor:
[Signature]

For the Employer:
[Signature]

Approved by:

Juba-Nimule Road - Package 1: (0+000-55+000)
Southern Sudan

Section
Conditions of Particular Application

"If, by reason of any failure or inability of the Engineer to issue, within a reasonable time or later than a time period stipulated in the Contract, any Submittal approval, or instruction for which notice has been given by the Contractor in accordance with Sub-Clause 6.3, the Contractor suffers delay and/or incurs cost then the Engineer shall, after due consultation with the Employer and the Contractor, determine."

SUB-CLAUSE 6.5 - FAILURE OF CONTRACTOR TO PROVIDE SUBMITTALS

The title of Sub-Clause 6.5 is changed from "Failure by Contractor to Submit Drawings" to "Failure of Contractor to Provide Submittals"; and is amended by deleting the text of the clause and replacing it with the following:

"If the failure or inability of the Engineer to issue any instructions is caused in whole or in part by the failure of the Contractor to provide Submittals, Shop Drawings or documents that he is required to submit under the Contract, the Engineer shall take such failure by the Contractor into account when making his determination pursuant to Sub-Clause 6.4."

SUB CLAUSE 7.3 - RESPONSIBILITY UNAFFECTED BY APPROVAL

Sub-Clause 7.3 is amended by deleting the words "... Sub-Clause 7.2 ..." and replacing it with the words "... Sub Clauses 7.2, 7.4, 7.5, 7.6 and 7.7..."

SUB-CLAUSE 7.4 - MATERIALS AND PLANT SUBMITTALS

Add the following Sub-Clause 7.4:

"The Contractor shall submit to the Engineer, in the form of a Submittal, information for all materials and Plant to be incorporated in the Works to substantiate that such materials and/or Plant conforms to and meets or exceeds the requirements of the Specifications and/or the Drawings. The Engineer shall approve all materials and Plant to be incorporated in the Permanent Works.

Any materials or Plant incorporated in the Works without the Engineer's approval will be at the Contractor's risk and any such materials or Plant found to be unacceptable or not in accordance with the requirements of the Specifications and/or Drawings will not be paid for and shall be removed and replaced at the Contractor's expense."

SUB-CLAUSE 7.5 - SHOP DRAWING SUBMITTALS

Add the following Sub-Clause 7.5:

"The Contractor shall prepare Shop Drawings for the execution of the Works. All Shop Drawings shall be submitted to the Engineer in the form of a Submittal. The Contractor shall be responsible for the accuracy of all dimensions and quantities shown on the Shop Drawings. Unless otherwise approved by the Engineer, all work shall be executed only in accordance with Shop Drawings approved by the Engineer."

SUB-CLAUSE 7.6 - DRAWINGS AND CALCULATIONS FOR TEMPORARY WORK SUBMITTALS

Add the following Sub-Clause 7.6:

"The Contractor shall provide to the Engineer in the form of a Submittal all necessary and/or required Shop Drawings, calculations and certifications for all temporary work as required or described in the Specifications."

SUB-CLAUSE 7.7 - AS BUILT DRAWING PREPARATION AND SUBMITTAL

Juba-Nimule Road - Package 1
Southern Sudan

Conditions of Particular Application

Add the following Sub-Clause 7.7:

"The Contractor shall keep one set of Drawings, and approved Shop Drawings available at the site at all times. This set shall be the Construction Drawings. The Contractor shall note on these drawings all changes and deviations from the work shown on the Drawings. The Construction Drawings shall be kept current, as the work progresses and notations shall be made of any changes or deviation. Prior to the Completion of the Works, the Engineer shall provide the Contractor with an electronic copy of all Drawings. Upon completion of the Works the Contractor shall annotate the Drawings to reflect changes noted on the Construction Drawings. The Drawings annotated and prepared by the Contractor to reflect all changes shall be the As Built Drawings for the Works. The As Built Drawings prepared by the Contractor shall be submitted to the Engineer for review, comment and approval as a condition precedent to the issuing of the Taking-Over Certificate for all of the Works. The Contractor shall initially submit 5 sets of quality prints of his As-Built Drawings to the Engineer for review, comment and approval. After all corrections and or comments as required by the Engineer have been addressed and the As Built Drawings have been approved, the Contractor shall submit to the Engineer:

- two (2) printed sets, signed and sealed as the certified As-Built Drawings and
- One (1) computer disk (electronic) copy of all As Built Drawings."

SUB - CLAUSE 7.8 - SUBMITTAL PROCEDURES

Add the following Sub-Clause 7.8:

"A Submittal form shall accompany all Submittals. The Submittal form shall be in a format approved by the Engineer. Each Submittal form shall be consecutively numbered, 0001, 0002, 0003 etc. with 0001 pertaining to the first Submittal made by the Contractor.

On each Submittal form the Contractor shall provide a comprehensive description of the submission and note the Specification section and sub-section and/or Contract Condition clause that the submission pertains. For all Shop Drawings, the Submittal form shall indicate the Drawing or Drawings to which the submitted Shop Drawing(s) pertain(s) as well as the number and title of each Shop Drawing accompanying the submission. If the Submittal is not in accordance with Drawings and/or Specifications the Contractor shall so note this on the Submittal form with an explanation stating the reason or reasons why. The Submittal form shall also indicate if the Submittal is for the Engineer's approval, concurrence or information.

the Drawings
the Drawings
the Drawings

After review, the Engineer will return one set or copy of the submission and the Submittal form to the Contractor. The Engineer shall annotate returned Submittal forms indicating acceptance or rejection of the Submittal or additional data or information required for review. If a Submittal is rejected, the Engineer shall note on the returned Submittal form, or an attachment thereto, the reason(s) for rejection of the Submittal. If additional information is required for review, the Engineer shall note on the returned Submittal form or an attachment thereto, what additional information is required. For Submittals provided for information, the Engineer shall

Juba-Nimule Road - Package 1: (0+000-55+000)
Southern Sudan

Section .
Conditions of Particular Application

return a copy of the Submittal form noting receipt of the submission.

Submittals that are rejected or require further information shall be resubmitted to the Engineer. For resubmissions the Submittal form shall be numbered with the same number as the original Submittal with a subscript A, for the first resubmission, B if a second resubmission is required, C for the third etc. As an example, if a Submittal numbered 0006 was rejected or returned for additional information, the resubmission shall be numbered 0006A. If the resubmitted Submittal is rejected, the second resubmission shall be numbered 0006B and so forth.

Submittals shall be made in complete packages and shall include all necessary information to allow the Engineer to review the items depicted in the Submittal for conformance with the Contract Documents, and to effectively evaluate the proposed material and/or method of construction. Upon receipt of a Submittal package by the Engineer, it will be evaluated for completeness and the Contractor will be notified of any deficiencies in the completeness. Review by the Engineer will not begin until the Submittal package is complete.

After review of Shop Drawing Submittals, the Engineer will return one set of Shop Drawings to the Contractor. Returned Shop Drawings will be stamped with the Engineer's review stamp to indicate the following:

Approved: The Shop Drawing has been reviewed and does not require re-Submittal

Approved as Noted: The Shop Drawing has been reviewed and the Contractor shall incorporate the comments as noted on the Shop Drawing. The Shop Drawing does not require re-submission

Reviewed and Resubmit: The Shop Drawing requires correction or redrawing and shall be resubmitted for review. If Shop Drawings are returned for correction or redrawing, corrections shall be made and the Contractor shall resubmit the Shop Drawings in the same manner as the first Submittal. Specific notation shall be made on the Shop Drawings to indicate the revisions made."

SUB-CLAUSE 7.9 - TIME FOR PREPARATION AND REVIEW SUBMITTALS

Add the following Sub-Clause 7.9:

"The Engineer shall return all Contractor Submittals including Shop Drawings, with his comments, approval, rejection or recommendations no later than twenty-eight (28) calendar days after receipt of a complete submission package.

Submittals by the Contractor shall be made sufficiently in advance of the start of the affected work, to allow time for review by the Engineer and correction by the Contractor without delaying the work. All time required for preparation of Submittals, including Shop Drawings and review by the Engineer, shall be taken into consideration by the Contractor when he prepares his Program for the Works."

SUB-CLAUSE 7.10 - RESPONSIBILITY FOR SUBMITTALS AND SHOP DRAWINGS

Add the following Sub-Clause 7.10:

"The Contractor shall be responsible for confirmation and correlation of all information, which shall be incorporated in the Contractor's Submittals and Shop Drawings. The Contractor shall be responsible for all information that pertains to the fabrication processes and methods of construction, which is presented and incorporated in the Contractor's Submittals."

CLAUSE 7.11 - SUBMITTAL REGISTER

Juba-Nimule Road - Part 2 (1000-1000)
Southern Sudan

Section
Conditions of Particular Application

Add following Sub-Clause 7.11:

"The Contractor shall prepare and submit to the Engineer for review and approval no later than fourteen (14) calendar days after the date of commencement of the Works, a Submittal Register, noting all information and data required from the Contractor including Shop Drawings and other Submittals, to be submitted to the Engineer. The Submittal Register shall be in a format approved by the Engineer.

The Submittal Register shall be coordinated with the Contractor's Program. The Submittal Register shall be used as the document for controlling the submission of all Submittals throughout the period of the Contract. The Submittal Register shall note:

- a description of each Submittal and its contents including applicable specification identification;
- if the Submittal is for information, consent or approval by the Engineer;
- the date of transmittal to the Engineer;
- the date of return of the Submittal from the Engineer;
- the status of the returned Submittal, i.e. approved, approved with comments, rejected;
- the date of re-submittal (if required) to the Engineer.

The form and content of the Contractor's proposed Submittal Register shall be initially submitted by the Contractor for review and consent by the Engineer with his initial Program. The Submittal Register shall be updated monthly by the Contractor and submitted to the Engineer."

SUB-CLAUSE 7.12 - CONTRACTOR SUBMISSIONS

Add following Sub-Clause 7.12:

"All submissions and correspondence including drawings shall be in "hard copy" and if required by the Engineer or the Contract, on computer disk (electronic copy).

The standard submission requirements are:

- General correspondence, size A4 or A3 - 1 copy
- Latest edition copy of all standard regulations, guidelines, specifications, technical papers, monographs, catalogues, and other technical documents which are required - 1 copy
- Drawings size A0 or larger - 1 copy and 1 electronic copy
- Documents, size A4 or A3 - 1 copy
- Documents, size A1, or A0 - 2 copies (with computer CD ROM)
- Operations and Maintenance Manuals - 1 hard copy and 1 CD ROM copies for each facility

In addition, all drawing submissions shall also be made on computer CD ROM AutoCAD 2002, 2003, 2004 or 2005 format including all data based files which support drawings and designs."

GENERAL OBLIGATIONS

SUB-CLAUSE 8.3 - RESTRICTIONS ON PURCHASES AND SERVICES

SISP (USAID) Southern Sudan

Conditions of Particular Application - Page 8 of 81

Juba-Nimule Road - Package 1: (0+000-55+000)
Southern Sudan

Section
Conditions of Particular Application

Add the following Sub-Clause 8.3:

"The Contractor shall not acquire, for use in the performance of this Contract Agreement, any supplies or services originating from sources within, or that were located in or transported from countries whose products are banned from importation into the United States under regulations of the Office of Foreign Assets Control, Department of the Treasury. Those countries are Cuba, Iran, Libya, North Korea, and Syria.

The Contractor shall not procure any of the following goods or services under this contract:

- Military equipment,
- Surveillance equipment,
- Commodities and services for support of police and other law enforcement activities,
- Abortion equipment and services,
- Luxury goods and gambling equipment, or
- Weather modification equipment.

The Contractor shall insert this clause in all his lower tier subcontracts."

SUB-CLAUSE 8.4 - IMPLANTATION OF E.O. 13224-EXECUTIVE ORDER ON TERRORIST FINANCING

Add the following Sub-Clause 8.4:

"The Contractor is reminded that U.S. Executive Orders and U.S. Law prohibit transactions with, the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the Contractor to ensure compliance with these Executive Orders and Laws. This provision must be included in all subcontracts/sub awards issued under this Contract agreement."

SUB-CLAUSE 8.5 - SECURITY OF THE SITE

Add the following Sub-Clause 8.5:

"The Contractor shall procure its own Security as approved by the Employer to provide security at the work site including security at the Contractor's camps sites and for equipment located on and off the Site. The security provided shall include the protection of Contractor's persons, equipment, completed Works and any travel or transportation of Contractor's personnel, materials or equipment to and from the Site or outside of the area of the Site.

The Employer shall bear no financial responsibility for loss, damage, theft or destruction to property or persons regardless of cause except for special risks in sub-clauses 65.3 and 65.4.

The Contractor shall be responsible for keeping unauthorized persons off the Site. Authorized persons shall be limited to the employees of the Contractor, employees of his Subcontractors and persons authorized by the Client, the Employer or the Engineer."

A detailed Specification on the Security Services to be provided by the Contractor under this Contract is given under Division 1900 of the Technical Specifications.

SUB-CLAUSE 8.6 - NOTICE OF OPERATIONS

Add the following Sub-Clause 8.6:

SISP (USAID) Southern Sudan

Conditions of Particular Application - Page 9 of 81

Juba-Nimule Road - Juba, Southern Sudan

Section -
Conditions of Particular Application

"The Contractor shall supply in writing full information regarding the locations from where materials are being obtained and or prepared for the Works.

No permanent work shall be undertaken without the Engineer's approval. Full and complete notice in writing shall be given to the Engineer or the designated Engineer's Representative at least 48 hours in advance of the time of the proposed operation. Requests shall be prepared in duplicate and submitted to the office of the Engineer or the designated Engineer's Representative on site as well as to the Employer's Site security coordinator. Requests shall not be given to field staff."

SUB-CLAUSE 8.7 - ARRANGEMENTS WITH IRRIGATION AUTHORITIES

Add the following Sub-Clause 8.7:

"The Contractor shall not interrupt or interfere with the flow, or level, of irrigation waters without making prior arrangements with and obtaining the agreement of the authorities having jurisdiction.

The Contractor shall arrange with the authorities having jurisdiction those works which might interfere with the flow of irrigation waters to be carried out at such times as will cause the least disturbance to irrigation operations. Should any operation being performed by the Contractor interrupt existing irrigation facilities, the Contractor shall restore the irrigation appurtenances to their original working conditions within 24 hours of being notified of the interruption.

The Contractor must notify the Engineer immediately when any irrigation facility as been interrupted."

SUB-CLAUSE 8.8 - LAND FOR CONSTRUCTION PURPOSES, DETOURS, PLANT ETC.

Add the following Sub-Clause 8.8

"The Contractor shall supply, equip and maintain for the Contract period all his own living accommodation, camps, sheds, offices and stores necessary for the execution of the Work, and shall make his own arrangements, subject to the approval of the Engineer, with the owner of any land required and, if necessary, pay for its use.

The Contractor shall arrange all working areas in the vicinity of the Works or elsewhere required for construction purposes and access or other uses.

The Contractor shall select, arrange for use of sites for living accommodations, camps, sheds, offices stores, construction purposes, detours, plant and other uses necessary for the execution of the Work.

Before any land belonging to the Host Country or to a private landowner is used for the execution of the Work, the Engineer's approval shall be obtained. The Contractor shall provide written evidence that he has obtained the Engineer's approval. The Engineer's approval shall not relieve the Contractor of his obligation to pay for the use of such land.

Prior to placing the facilities in any area, all clearing and grubbing operations shall be to the satisfaction of the Engineer. The ground elevation of all temporary facilities shall be a minimum 20 cm above the adjacent existing ground (unless otherwise approved by the Engineer). The surface shall be adequately sloped to allow rainwater to adequately drain.

If any utility for water, electricity, drainage, etc., passing through the temporary site will be affected by the Works, the Contractor at his own expense shall provide a satisfactory re-alignment or alternative in full working order to the satisfaction of the

Juba-Nimule Road - Package 1: (0+000-55+000)
Southern Sudan

Section:
Conditions of Particular Application

owner of the utility and the Engineer, before the cutting or removal or relocation of the existing utility.

On completion of the Contract, or earlier if so directed by the Engineer, all plant, temporary facilities and any other encumbrances shall be removed, the site and land use areas shall be properly cleaned, all damage made good, and, if necessary, the land-owner paid for the use of the land."

SUB-CLAUSE 10.1 - PERFORMANCE SECURITY

Delete in its entirety the text of Sub-Clause 10.1 and replace it with the following:

"The Contractor shall provide a performance security for its proper performance of the Contract to the Employer after the receipt of the Letter of Acceptance. Provision of the Performance Security is a condition precedent to the submission of the initial interim Progress Payment. The performance security shall be in the form of:

- (a) an unconditional bank guarantee issued either by a Bank located in the USA, or by a foreign bank through a correspondent bank located in the USA;
- (b) a cash deposit to a named bank account of the Employer; or
- (c) a cash deposit to the Employer.

The performance security shall be in the amount as stated in the Appendix to Bid.

The performance security shall be denominated in currencies in which the Contract Price is payable.

When providing such security directly to the Employer, the Contractor shall notify the Engineer of so doing.

Without limitation to the provisions of the preceding paragraph, whenever the Engineer determines an addition to the Contract Price as a result of a change in cost or as a result of a variation amount, the Contractor, at the written request of the Engineer, shall promptly increase the value of the performance security by an equal percentage."

SUB-CLAUSE 10.2 - VALIDITY OF THE PERFORMANCE SECURITY

Delete in its entirety the text of Sub-Clause 10.2 and replace it with the following:

"The Performance Security shall remain valid until the Contractor has completed the obligations for the Contract. The balance amount of the Performance Security will be released to the Contractor within 14 calendar days of the issue of the Taking-Over Certificate for the Works executed. The balance amount of the Performance Security will be released to the Contractor after completion of the defects liability period of the facilities and settlement of all accounts between the parties."

SUB-CLAUSE 10.3 - CLAIMS UNDER PERFORMANCE SECURITY

Delete in its entirety the text of Sub-Clause 10.3 and replace it with the following:

"Prior to making a claim under the performance security except for default which is not in the opinion of Employer subject to cure, the Employer shall, notify the Contractor stating the basis for the claim and that default will be declared if cure of the basis for the claim is not done within seven (7) calendar days."

SUB-CLAUSE 13.2 - SITE ORDER BOOK

Juba-Nimule Road
Southern Sudan

Conditions of Particular Application

Add the following Sub-Clause 13.2:

"The Contractor shall maintain standard Site Order Books at the Site at all times during the execution of the Works for the use of the Engineer and the Contractor. All instructions issued by the Engineer, its representative shall be recorded in duplicate in the Site Order Book and shall be signed by the issuer and countersigned by the Contractor. After compliance with the instruction the Contractor shall record the same in the Site Order Book duly signed and countersigned by the Engineer. Acceptance of any part of the Works executed by the Contractor shall be subject to verification with respect to compliance of respective instructions of the Engineer through the Site Order Book. The Engineer shall retain the original copy of the site orders, while the Contractor shall retain the duplicate ones."

SUB-CLAUSE 14.1 - PROGRAMME TO BE SUBMITTED

Delete in its entirety the text of Sub-Clause 14.1 and replace it with the following:

"The Contractor shall provide Programs and a narrative statement for the execution of the Works, including a preliminary Program and a detailed Program.

The Programs shall be in the form of a computer implemented and modified CPM (Critical Path Method) format using Primavera Sure Track, Project Manager version 3.0 or Primavera Project Manager P3 or P5. The Program shall show activity durations, activity descriptions, early and late start and finish dates, and activity float and activity dependencies. The Program shall incorporate a CPM (Critical Path Method) by which means the Contractor shall be able to identify the single series of activities that determines the shortest possible length of time for completion of the whole of the Works. All activities in the Program shall be tied to one start date (the Commencement Date) and one end date (issuance of Taking-Over Certificate).

Within ten (10) calendar days after the Letter of Acceptance, the Contractor shall submit to the Engineer a preliminary Program for review and comment. The Contractor's preliminary Program shall be based on the Program submitted by the Contractor with his bid and shall include a logic breakdown of major activities with durations, start and end dates. The logic breakdown presented with the Contractor's preliminary Program shall represent the initial planning of the detailed Program the Contractor intends to submit. The Contractor shall submit as part of his submission detailed Curriculum Vitae (resume) of the person responsible for preparation and revision of the Program for approval by the Engineer.

With his preliminary Program, the Contractor shall submit a written narrative statement of the Contractor's plan and shall fully describe and explain the reasons for the main logic links in the Program and include particulars of how activity durations are established.

No later than 14 (fourteen) calendar days after the Engineer returns the Contractor's preliminary Program with his comments, the Contractor shall submit to the Engineer for review and consent, his detailed Program. The Contractor's detailed Program shall be an expanded and more detailed version of his preliminary Program. The detailed program shall be cost and resource loaded. Cost loading shall indicate calculated or estimated costs included for each item, to equal the total

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Juba-Nimule Road - Package 1: (0+000-55+000)
Southern Sudan

Section
Conditions of Particular Application

Contract Price, minus Provisional Sums (if any).

The detail and number of activities incorporated in the Contractor's detailed Program shall be sufficient to manage the total works and identify restraints, delays and effects on the Works by dependent activities. All activities shall be organized in a logical work breakdown structure, indicating work stages and phases, and shall clearly indicate critical path(s) of each facility and/or segment of the Works. All activity descriptions shall be unique, each describing discrete elements of work. All activities shall have an activity identification number related to the work breakdown structure and a standardized codes dictionary supplied by the Engineer, as well as a unique description, with duration expressed in calendar days. The Contractor's detailed Program shall incorporate all activities that will affect the Works from commencement to completion including, but not limited to:

- the Contractor's mobilization and demobilization;
- all site investigation activities;
- all surveying and laying out;
- all de-mining operations and activities;
- all drilling and blasting activities;
- all key and milestone dates;
- all interface dates between the Contractor, any interfacing contractors and sub-contractors for the Works;
- all quality control inspection and testing requirements;
- all material and Plant Submittals and Shop Drawing preparation and Submittals;
- all Submittal time for review by the Engineer;
- all activities associated with the procurement, purchase, fabrication and shipment of materials and Plant to be incorporated into the Works;
- all activities associated with the procurement and shipment of all Contractor's Equipment, necessary for the execution of the Works, to the Site;
- all construction activities for each phase and section of the Works, including testing and commissioning and defects and deficiencies work;
- all activities (including required testing) associated with the approval of materials and equipment to be incorporated in the Works;
- all public and site holidays; and
- such other activities that the Engineer may require to be monitored.

On a monthly basis, on a date as required by the Engineer, all activities of the detailed Program that the Engineer has given his consent to, shall be updated to reflect the actual work accomplished to the end of the month and submitted to the Engineer. After the Engineer has given his consent, the Program will not be revised without the request and consent of the Engineer.

The person who will be responsible for preparing and updating the Contractor's program shall have at least three (3) years relevant experience in the scheduling of civil engineering works. He/she shall be employed by the Contractor full time on the Contract until completion of the Works or such earlier time as accepted by the Engineer. If in the opinion of the Engineer, the person responsible is unsatisfactory for any reason whatsoever, the Contractor shall promptly replace him with an

Juba-Nimra
Southern Sudan

Conditions of Particular Application

experienced person acceptable to the Engineer.

Pursuant to the requirements of Sub-Clause 14.8, the Contractor shall indicate the name of the person who is responsible for preparing and updating its required programs as one of his "key personal" in its staff organization chart. In addition, with the initial submission of his staff organization chart and preliminary Program, the Contractor shall provide a detailed resume clearly noting the training and experience of the person who is responsible for preparing and updating its required programs.

No work except mobilization shall be permitted, unless specifically authorized in writing by the Engineer, until the Contractor has completed his detailed Program and it has been submitted to the Engineer and the Engineer has given his consent. All Program submissions, including Program updates shall include 3 printed versions of the Program as well as a computer disk (electronic) copy."

SUB-CLAUSE 14.3 - CASH FLOW ESTIMATE TO BE SUBMITTED

Delete the text of Sub-Clause 14.3 in its entirety and substitute the following:

"The Contractor shall provide for the Engineer a detailed cash flow estimate in the form of a 'S' curve illustrating anticipated cumulative financial turnover over the duration of the Contract, superimposed on a bar chart of anticipated cumulative progress and the Contractor shall subsequently provide such revised cash flow estimates as may be required by the Engineer and/or otherwise required by the Contract.

The Contractor shall provide a preliminary cash flow estimate with his preliminary Program as described in Sub-Clause 14.1 and a final cash flow estimate with his detailed Program as described in Sub-Clause 14.1."

SUB-CLAUSE 14.5 - CONTRACTOR'S EQUIPMENT, MATERIALS AND PLANT DELIVERY FORECASTS

Add the following Sub-Clause 14.5:

"The Contractor shall prepare and submit to the Engineer no later than thirty (30) calendar days after issue of the Letter of Acceptance a listing of delivery forecasts for all significant materials (including all A/C bitumen requirements), Plant and all Contractor's Equipment for the Works. The listing shall contain target order dates, shipping and receiving dates and quantities for material and Plant as well dates for delivery of the Contractor's Equipment to the Site. All target dates shall be based on the requirements established in the Program pursuant to the requirements of Sub-Clause 14.1, with installation of material and Plant dependent on the target delivery dates. The Contractor shall submit it with his copy of the Contract of the Engineer."

SUB-CLAUSE 14.6 - CONSTRUCTION PHOTOGRAPHS

Add the following Sub-Clause 14.6:

"The Contractor shall be responsible for the production of construction photographs, as described under this Sub-Clause.

- Photographs of each entire site, or pertinent features thereof, shall be taken before the commencement of work at the Site and submitted to the Engineer. The same views shall be re-photographed upon completion of all construction activities, and submitted with the Contractor's

SISP

Conditions of Particular Application - Page 14 of 11

Juba-Nimule Road - Package 1: (0+000-55+000)
Southern Sudan

Section
Conditions of Particular Application

application for final payment.

- Photographs shall be taken each month throughout the progress of the work at such times and locations as requested by the Engineer, and submitted with the Contractor's monthly report.
- For Road Works: photographs shall be taken at intervals of not more than 500 meters along the route of the Works before the commencement of work at principal stations or other important features, and promptly submitted to the Engineer. The same views shall be re-photographed upon completion of construction activities on any section of the works, and submitted with the Contractor's monthly report or as otherwise required by the Engineer.
- Photographs shall also be taken at all the structure sites, with the number and view of photographs to be specified by the Engineer. At a minimum, the inlet, and outlet should be photographed both before construction commences as well as on completion.
- All photographs shall be taken with a digital camera capable of providing a computerized image of the photographs of at least 4 mega pixel qualities. The Contractor shall supply both "hard" and computerized copies of photographs as required by the Engineer. The Contractor shall provide the necessary software to the Engineer for computerized storage and reproduction of photographs.
- Each photograph shall be suitably captioned with dates, location and name of person who took the photograph.

SUB-CLAUSE 14.7 - MONTHLY REPORTS

Add the following Sub-Clause 14.7:

"On or before the 28th of each month the Contractor shall submit to the Engineer a monthly progress report which shall account for all work performed up to and including the 20th of the month. Each progress report shall include a narrative describing:

- the activities that have been completed with their actual start and completion dates;
- the activities on which work is currently in progress;
- the factors, their effect on the construction Program, and proposed corrective actions and
- any work reported completed, but which is not readily apparent to the Engineer, shall be substantiated with satisfactory evidence.
- The report shall include the name, position and nationality of each of the contractor's engineers, as well as the number of skilled and unskilled labors.
- The report shall include a detailed list of plant and equipment with current status of mechanical condition

REPORT CATEGORIES

In addition to a narrative as described above, the monthly report shall include information and data as detailed below for the noted categories. The Engineer may at any time require that the Contractor to include other categories or additional information in each category if, in the opinion of the

Juba-Nimule Road
Southern Sudan

Conditions of Particular Application

Engineer, they are necessary to track the progress and/or requirements of the Works.

- (a) **SUBMITTALS REGISTER:** Up-dated Submittal Register pursuant to the requirements of Sub-Clause 7.11.
- (b) **SHOP DRAWING STATUS REPORT:** The Contractor shall with each monthly report submit in tabular format a shop drawing status report, noting the disposition of all Shop Drawings as of the date of the report.
- (c) **SCHEDULE OF PAYMENT SUMMARY AND "S-CURVE":** The Contractor shall, with each monthly report, submit in tabular format a summary of payments as of the date of the report. The schedule of payment summary shall note the originally projected payments in accordance with the Schedule of Payment Forecast and the payments to the date of the report. In addition, the Contractor shall also submit a schedule of payment "S" curve pursuant to the requirements of Sub-Clause 14.3.
- (d) **PROJECT PHOTOGRAPHS:** The Contractor shall, with each Monthly Report, submit project photographs pursuant to the requirements of Sub-Clause 14.6.
- (e) **UP-DATED PROGRAM:** The Contractor shall, pursuant to the requirements of Sub-Clause 14.1, provide a "print out" and computerized disk copy of his approved Programme, with all activities up-dated up to and including the last day of the preceding month before the monthly report is due.
- (f) **QUALITY CONTROL OVERVIEW:** The monthly report shall include a quality control overview prepared by the Contractor's quality control manager giving a summary of quality control activities for the reporting period. The report shall address quality control problems and outstanding deficiencies. In addition the report shall include a summary of all quality control tests, and test results during the report period.
- (g) The monthly report shall include a de-mining report pursuant to Sub-Clause 19.6.2 giving an overview of the de-mining activities during the reporting period. The report shall address problems and restraints and any significant occurrences during the report period.
- (h) **SAFETY AND SECURITY OVERVIEW:** The monthly report shall include a safety and security report pursuant to the requirements of Sub-Clause 19.2.9, giving an overview of safety related activities during the reporting period. The report shall address safety related activities during the reporting period.
- (i) **ENVIRONMENTAL OVERVIEW:** The monthly report shall include an environmental report pursuant to the requirements of Sub-Clause 19.2.9, giving an overview of environmental related activities during the reporting period.
- (j) **CONTRACTOR'S EQUIPMENT, MATERIALS AND PLANT REPORTS:** With each Monthly Report, pursuant to the requirements of Sub-Clause 14.4, the Contractor shall present in tabular format the following, up-dated up to and including the last day of the preceding month:

Juba-Nimule Road - Package 1: (0+000-55+000)
Southern Sudan

Section.
Conditions of Particular Application

- An on site equipment listing noting all Contractor, Subcontractor and supplier's equipment on site since the commencement of work up to the end of the report period. The tabulation shall identify the type of equipment, the equipment make and model, as well as the capacity of the equipment (if applicable) and note the date the equipment arrived on site and the date the equipment left the site. In addition the listing shall note if the equipment is in operation or not operating. For any equipment not in operation during the report period, the Contractor shall note the period when the equipment was not in operation and the reason why.
- A listing of arrivals on site and delivery forecasts of materials and Plant required to be incorporated into the Works. The tabulation shall note all materials and Plant required for the Works, target order dates, actual order dates, Programmed shipping dates, actual shipping dates, scheduled receiving date, actual receiving dates and quantities for material and Plant for each shipment.
- (k) WORK FORCE TABULATION: With each Monthly Report the Contractor shall, pursuant to the requirements of Sub-Clause 16.4, provide in tabular format, a listing of all Contractor's, Subcontractor's and supplier's personnel. The listing shall be by nationality and by discipline, position and skill levels. The listing shall incorporate all personnel on and off site that are/were employed for the Works during the report period. The listing shall include the names of all personnel, their company affiliation, the dates each individual's employment commenced, the date on which such employment ceased and whether the employee worked on or off site.
- (l) CONTRACTOR'S STAFF ORGANIZATION CHART: With each Monthly Report the Contractor shall provided an updated staff organization chart pursuant to the requirements of Sub-Clause 14.8.
- (m) SUBCONTRACTORS: With each Monthly Report the Contractor shall provided an updated listing of the local Southern Sudan Subcontractors it is employing, including a description of the work or service each Subcontractor is providing, the US dollar amount of their subcontract, the address and registration information of each Subcontractor and the number of local personnel being employed by each Subcontractor for the Works.

The receipt of the monthly report shall be a condition precedent to the review and approval of the Contractor's monthly Interim Payment Certificates pursuant to Sub-Clause 60.2.

SUB-CLAUSE 14.7.1 - INTERIM REPORTS

Add the following Sub-Clause 14.7.1:

"In addition to providing monthly reports, the Contractor shall when and if required by the Engineer provide daily and weekly reports providing information as requested by the Engineer and in a format prescribed by the Engineer. These reports may include but not be necessary limited to:

SSP (USAID) Southern Sudan

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Juba, Sudan
Southern Sudan

Conditions of Particular Application

- (i) all relevant Site information broken down by area or type of operation;
- (ii) the number of Southern Sudan and/or Regional Sub-Contractors and the nature and values of those Subcontracts;
- (iii) The number of Southern Sudan and/or Regional personnel employed including all Subcontracts.

SUB-CLAUSE 14.8 - CONTRACTOR STAFF ORGANIZATION CHART

Add the following Sub-Clause 14.8:

"The Contractor shall no later than ten (10) calendar days after the Letter of Acceptance, submit to the Engineer a project staff organization chart.

The Contractor's staff organization chart shall:

1. note the names and positions of all personnel from the Vice President (or equivalent position) in charge of the Contract down to the site foreman level;
2. note the division of responsibilities of each key staff member and lines of authority and reporting; and
3. note the authority reporting and coordination requirements of the Contractor's safety, de-mining, environmental management, traffic management, health and security officers, the Contractor's Quality Control Manager and the Contractor's person in charge of traffic management.
4. note all subcontractors including their authority reporting and coordination requirements.

At the time of initial submission, positions that are not initially filled, TBN (to be named) shall be entered in lieu of the name of the person filling the position.

On a regular basis, as may be required by the Engineer and/or the Contract the Contractor shall updated its staff organization chart to reflect actual or revised names of personnel, subcontractors, positions and lines of authority and submit it to the Engineer."

SUB-CLAUSE 15.1 - CONTRACTOR'S SUPERINTENDENCE

At the end of Sub-Clause 15.1 add the following:

"The Contractor's representative shall normally be in full time residence at the site of the work. In the event that the Representative is absent from the site an alternate shall be named."

SUB-CLAUSE 15.2 - LANGUAGE ABILITY OF CONTRACTOR'S REPRESENTATIVE

At the end of Sub-Clause 15.2 add the following:

SUB-CLAUSE 16.3 - LANGUAGE ABILITY OF SUPERINTENDING STAFF

Add the following Sub-Clause 16.3:

"The Contractor's superintending staff down to and including the site foreman level shall be able to converse on site in the language specified in the Appendix to Bid."

SUB-CLAUSE 16.4 - EMPLOYMENT OF LOCAL PERSONNEL

Add the following Sub-Clause 16.4:

"Not less than fifty percent (50%) of the Contractor's total labor force shall be

SISP (USA) 11/11/11

Conditions of Particular Application - Page 18 of 81

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Juba-Nimule Road - Package 1: (0+000-55+000)
Southern Sudan

Section
Conditions of Particular Application

Southern Sudan citizens. The Contractor shall, on a monthly basis, in accordance with requirements the "Work force Tabulation" of Sub-Clause 14.7 report on the numbers of Southern Sudan and Non-Southern Sudan staff and workforce. As required the listing shall be by discipline and skill levels and must show the percentages of Southern Sudan versus Non-Southern Sudan Nationals, and by nationality and district of residence. Within this requirement the Contractor shall employ not less than 75% of the Southern Sudan labor force from the areas in the vicinity of Works site and the representation from the various districts shall represent the percentage of the population resident in the various districts that the road passes through."

SUB-CLAUSE 16.5 - FOREIGN STAFF AND LABOUR

Add the following Sub-Clause 16.5

"The Contractor may import such staff and laborers as are required in order to execute the Works. The Contractor must ensure that all such staff and labor obtain the required visas and work permits."

SUB-CLAUSE 17.2 - SURVEY AND GEOMETRIC SURVEY LAYOUT SHOP DRAWINGS

Add the following Sub-Clause 17.2

"In addition to his general responsibilities for setting-out of the Works, the Contractor is to establish a project stationing system based on the established Control Points (Bench Marks already fixed on the ground) and Geometric Design specified in the detailed drawings.

The Contractor is to carry out survey of all drainage structures and permanent works areas in accordance with the detailed drawings. The survey work shall be done in accordance with the approved horizontal and vertical control system and shall be to the following accuracies:

- Horizontal: 1 : 10,000
- Vertical: 0.005 m

The Contractor is to prepare and submit to the Engineer for approval at least 30 calendar days before the Programmed start of construction of each item of works, survey plans, plan and profile details and other required Shop Drawings in a form approved by the Engineer. This shall include vertical and horizontal alignment, based upon the intent of the Drawings.

The Contractor shall furnish, install and maintain visible station markers at intervals no greater than 0.5 km. The markers shall be of sufficient size to be legible when traveling in a vehicle at customary speeds. If the markers are damaged or stolen, the Contractor shall replace the markers immediately."

SUB-CLAUSE 17.3 - ESTABLISHMENT OF LINES AND GRADES

Add the following Sub-Clause 17.3

"The Contractor shall set construction stakes establishing lines and grades in accordance with the Drawings and shall secure the approval of the Engineer before commencing with the work of construction. The Engineer will, if he deems it necessary, revise the line and grade and require the Contractor to adjust the stakes accordingly.

The Contractor shall give the Engineer not less than forty-eight hours notice of his intention to stake out or establish levels for any part of the work in order that

Juba-Nimule Road - Package 11 (1000000000)
Southern Sudan

Section 1
Conditions of Particular Application

arrangements may be made for checking. The Contractor shall measure the staking out and the Engineer will check the measurement. The approved measurement will be the basis of payments.

The surveying and staking shall be performed to obtain close conformance with the lines, grades and details indicated on the plans or established by the Engineer.

The Contractor shall be responsible for the supervision of the surveying and staking personnel. Any errors shall be corrected at the by the Contractor.

The Contractor shall furnish to the Engineer a practicable schedule of staking priorities. This schedule shall be in the form of a progress chart, including the dates and sequence of staking requirements.

The Contractor shall at his own expense make any additional surveys and measurements that are required for the construction of the work such as slope stakes, temporary grade stakes, and culvert layout, offset line, etc. The Contractor shall be responsible for the accuracy of all surveys or measurements made by his employees.

Any marks made by the Engineer or the Contractor shall be carefully preserved and, if disturbed or destroyed, shall be immediately replaced by the Contractor at his own expense and to the satisfaction of the Engineer. No work shall be carried out in any section until the Engineer has approved the necessary setting out.

SUB-CLAUSE 19.1 - SAFETY PRECAUTIONS AND SAFETY AND SECURITY PLANS

1. The title of Sub-Clause 19.1 is changed from "Safety, Security and Protection of the Environment" to "Safety Precautions and Safety and Security Plans"
2. Delete the last paragraph of Sub-Clause 19.1 [labeled (c)] and add the following paragraphs to the end of Sub-Clause 19.1:

"(c) The Contractor shall prepare and submit to the Engineer for review and approval no later than 30 calendar days after Notice to Commence, a safety plan which shall contain, without limitation, the following details:

- safety, and environmental health organizational structure, which should identify the personnel to be engaged solely for environmental health and safety, assurance, the responsibilities of the participants and the subdivision of the safety and environmental health assurance tasks into elements which can be effectively controlled, technically and managerially;
- names, and telephone numbers of all participants shall be listed;

criteria for the selection of staff;

- frequency, coverage and intent of site safety meetings together with the rationale for attendance;
- frequency, coverage and intent of regular site safety reports;
- methods of promoting an awareness of site safety and industrial health amongst all persons directly or indirectly associated with the Works;
- the powers vested in the safety staff which would enable them to take urgent and appropriate and direct action to make safe the Site and prevent unsafe working practices, correct infringements of the safety

SISP (Safety and Security Plan)

Contractor

Signature

Conditions of Particular Application - Page 20 of 81

For the Employer's Construction Manager

Signature

Juba-Nimule Road - Package 1: (0+000-55+000)
Southern Sudan

Section I
Conditions of Particular Application

program;

- the means by which safety and industrial health matters and requirements will be communicated to Subcontractors of all tiers and their due compliance with the safety program is ensured;
- method by which safety and industrial health procedures and practices proposed by subcontractors will be reviewed for compliance with the safety program;
- the safety equipment, rescue apparatus and protective clothing which will be required for the Works, including the quantity, sourcing, standards of manufacture, storage provisions and means of ensuring proper utilization by all workmen and staff employed directly or indirectly by the Contractor and repair to or replacement of damaged equipment. Such equipment shall include, but not be limited to, goggles and other eye protectors, hearing protectors, safety harnesses, safety equipment for working underground and in the confined spaces (e.g. sewers, drains etc), rescue equipment, fire extinguishers, first aid equipment, lanyards, hard hats and, where appropriate, associated shock absorbers, chest harnesses;
- the means by which safety equipment, scaffolds, guardrails, working platforms, hoists, ladders and other means of access, lifting, lighting, signing, and guarding equipment shall be inspected, tested and maintained and the standards below which such items will be removed from the Site and replaced;
- operation and equipment of the required first aid base;
- emergency and rescue procedures and associated equipment;
- protection of authorized and unauthorized visitors to the site;
- the means by which safety and industrial health will be supervised, monitored and audited by the Safety Officer to ensure due compliance with the principles and objectives of the safety program at all levels of construction;
- Procedures for updating the safety program;
- records to be prepared and maintained by the safety officer and communication procedures to be adopted such that the, Engineer and others associated with the Works (e.g. Subcontractors) are kept fully informed on matters relating to site safety and industrial health requirements and regulations throughout the period of the Contract;
- an appreciation of the industrial health hazards likely to be associated with the Works and proposals for minimization of the risks associated with such hazards.
- The means of minimization of the effects of climatic exposure (heat, wind and moisture) and an exposure to noxious substances;
- proposals to ensure that construction methods do not compromise the Contractor's commitment to the safety program.

- (d) The Engineer shall audit and monitor the safety program and procedures of the Contractor. The Contractor shall be responsible for its own safety program, and will assist the Employer in auditing the safety program, as necessary.

Juba-Nimule Road - Part 1 (SIS/0000000000)
Southern Sudan

Section
Conditions of Particular Application

- (e) The Contractor, in discussion with the Engineer, shall develop a supplemental security plan to safeguard all project operations and to comply with all USAID Regulations. The plan is to be implemented by the Contractor diligently throughout the period of the Contract. The Contractor shall update the supplemental security plan whenever so instructed by the Engineer and carry out his own (at least monthly) reviews of the supplemental security plan. This supplemental security plan will in no way conflict with the security procedures implemented by the Engineer. The Contractor shall take any and all necessary steps to ensure that the contents of this plan are known to all his staff (both foreign and domestic) and its procedures complied with without exception.
- (f) The Contractor shall submit regular safety and security reports to the Engineer as a requirement of the safety and security programs. Summary report shall be submitted as part of the monthly progress report. Prior to submission, the Contractor's project manager shall endorse the Reports. Site safety and security reports shall comprehensively address all relevant aspects and, in particular, report on all safety and security matters undertaken during the period covered by the report.

SUB-CLAUSE 19.2 - PROTECTION OF THE ENVIRONMENT

1. The title of Sub-Clause 19.2 is changed from "Employer's Responsibility" to "Protection of the Environment".
2. Delete the text of Sub-Clause 19.2 in its entirety and replace it with the following:

"The Contractor shall be responsible for performing the work in such a manner as to minimize the pollution of air, water or land and to control noise and dust within reasonable limits and in accordance with applicable U.S. and Southern Sudan Government environmental laws and regulations."

SUB-CLAUSE 19.2.1 - GENERAL ENVIRONMENTAL REQUIREMENTS

Add the following Sub-Clause 19.2.1:

"The Contractor shall be solely responsible for the remedy or mitigation measure(s) required by the environment-related effects of any of his construction or construction-related activities. In case of an environmental problem, the Contractor shall immediately notify the Engineer who will instruct him as to the next course of action to take. Among the situations which may require such steps, are complaints or legal actions by third parties on matters such as environmental damage to property and natural resources, including interruption of groundwater

and contamination of the site and clean up upon completion. The Contractor shall ensure the same are in order to prevent damage to the environment. The Contractor shall conduct its operations being aware of and employ necessary means and measures for eliminating and/or if impracticable, minimizing environmental impacts pertaining to, but not limited to:

- noise;
- vibration;
- air pollution;

Juba-Nimule Road - Package 1: (0+000-55+000)
Southern Sudan

Section "
Conditions of Particular Application

- water contamination;
- solid waste disposal;
- Erosion prevention and control;
- liquid waste disposal; and
- sanitary conditions (water supply, sewerage, etc.).

The Contractor shall provide full co-operation and assistance in all environmental management surveillance carried out by the Engineer or the Client."

SUB-CLAUSE 19.2.2 - AVOIDANCE OF NUISANCE

Add the following Sub-Clause 19.2.2:

"The Contractor shall be responsible for ensuring that no earth, rock or debris is deposited on public or private rights of way as a result of its operations, including any deposits arising from the movement of Construction Plant or vehicles.

The Contractor shall at all times ensure that all existing stream courses and drains within, and adjacent to the Site are kept safe and free from any debris and any excavated materials arising from the Works. The Contractor shall ensure that chemicals and concrete agitator washings are not deposited into watercourses.

All water and waste products arising on the Site shall be collected, removed from the Site via a suitable and properly designed temporary drainage system and disposed of at a location and in a manner that will cause neither pollution nor nuisance.

The Contractor shall construct, maintain, remove and reinstate as necessary temporary drainage works and take all other precautions necessary for the avoidance of damage by flooding and silt washed down from the Works. The Contractor shall also provide adequate precautions to ensure that no spoil or debris of any kind are allowed to be pushed, washed down, fallen or be deposited on land adjacent to the Site.

In the event of any spoil or debris from construction works being deposited on adjacent land or any silt washed down to any area, then all such spoil, debris or material and silt shall be immediately removed and the affected land and areas shall be reinstated to the original condition or better, as required by the Engineer.

The Contractor shall provide a wash pit or other suitable facility at the exits from the Sites. If so requested, the Contractor shall ensure that all vehicles are properly cleaned (bodies and tires are free of sand and mud) prior to leaving the Site areas. The Contractor shall provide necessary cleaning facilities on Site and ensure that no water or debris from such cleaning operations is deposited off-site."

SUB-CLAUSE 19.2.3 - AIR QUALITY

Add the following Sub-Clause 19.2.3:

"The Contractor shall not install any furnaces, boilers or other similar plant or equipment using any fuel that may produce air pollutants without prior written consent of the of the local authorities having jurisdiction.

The Contractor shall not burn debris or other materials on the Site.

The Contractor shall implement dust suppression measures that shall include, but

Juba-Nairobi
Southern Sudan

Conditions of Particular Application

not be limited to the following:

- The Contractor shall give special attention to dust avoidance. The laterite based murrum currently in use in road rehabilitation and reconstruction in Southern Sudan requires the Contractor to take special actions to avoid dusty conditions, particularly in built-up areas which these roads traverse. A sealed coat approach to containing dust within the boundaries of urban areas is recommended along with speed bumps to slow traffic which also diminishes dust generation.
- During road construction, the Contractor should apply water at regular intervals in high traffic and/or high population areas and also consider some of the road treatment alternatives (enzymes) where they might be cost effective. Diverting a main road to avoid town or city centres should also be considered, if possible.
- Stockpiles of sand and aggregate greater than 20 m³ for use in concrete manufacture shall be enclosed walls extending above the pile and beyond the front of the pile.
- Effective water sprays shall be used during the delivery and handling of all raw sand and aggregate and other similar materials, when dust is likely to be created and to dampen them during dry and windy weather.
- Areas within the Site where there is a regular movement of vehicles shall have an acceptable all-weather surface.
- Conveyor belts shall be fitted with wind-boards, and conveyor transfer points and hopper discharge areas shall be enclosed to minimize dust emission. All conveyors carrying materials that have the potential to create dust shall be totally enclosed and fitted with belt cleaners.
- Cement and other such fine-grained materials delivered in bulk shall be stored in closed silos.
- All air vents on cement silos shall be fitted with suitable fabric filters provided with either shaking or pulse-air cleaning mechanisms. The fabric filter area shall be determined using an air-cloth ratio (filtering velocity) of 0.01 - 0.03 m/s.
- Weigh hoppers shall be vented to a suitable filter.
- The filter bags in the cement silo dust collector must be thoroughly shaken
- Areas of excavation shall be inspected, including final completion, as quickly as possible consistent with good practice to limit the creation of wind blown dust.
- In dry periods, the Contractor shall spray roads within the construction areas of the Site a minimum of two or more times per day, as necessary to control dust to the satisfaction of the Engineer.
- The Contractor shall require that all vehicles, while parked on the site have

Juba-Nimule Road - Package 1: (0+000-55+000)
Southern Sudan

Section 19.2
Conditions of Particular Application

their engines turned off.

- All equipment and machinery on the Site shall be checked at least weekly and make all necessary corrections and or repairs to ensure compliance with safety and air pollution requirements.
- The Contractor shall ensure that all trucks used for transporting materials to and from the site are covered with canvas tarpaulins, or other acceptable type cover, properly secured to prevent debris and/or materials from falling from or being blown off the vehicle(s).
- The Contractor shall provide construction walls in all locations where strong winds could cause the blowing of dust and debris.

At any concrete batching plant or crushing plant being operated on the Site the following additional conditions shall be complied with:

- The Contractor shall undertake at all times to prevent dust nuisance.
- Where dusty materials are being discharged to vehicles from a conveying system at a fixed transfer point, a three-sided roofed enclosure shall be provided with a flexible curtain across the entry. Exhaust fans shall be provided for this enclosure and vented to a suitable fabric filter system.
- Any vehicles with an open load carrying area used for moving potentially dust-producing materials shall have properly fitting side and tailboards. Materials having the potential to create dust shall not be loaded to a level higher than the side and tail boards, and shall be covered by a clean tarpaulin in good condition. The tarpaulin shall be properly secured and shall extend at least 300 millimeters over the edges of the side and tailboards.
- The Contractor shall frequently clean and water the concrete batching plant and crushing plant sites and ancillary areas to minimize dust.
- Dry mix batching shall be carried out in a totally enclosed area with exhaust to suitable fabric filters.

SUB-CLAUSE 19.24 - WATER QUALITY MANAGEMENT

Add the following Sub-Clause 19.24:

"The Contractor shall ensure that no tools or machinery are washed in any water source or areas that shall drain into an existing watercourse, stream, or canal.

The Contractor shall ensure that rain run-off from the construction sites is not deposited directly into any watercourse, stream, or canal.

The Contractor shall ensure that all temporary construction facilities are located at least 50 meters away from a water course, stream, or canal.

The Contractor shall ensure that all equipment for prevention of oil and or lubrication leaks and ensure that all equipment oil and lubrication replacements are performed only in maintenance and repair areas.

Fueling operations shall occur only within containment areas.

To avoid potential conflicts with local community's construction camps should, insofar as possible, be located at least two kilometers from urban and village areas.

Juba-Nimule Road
Southern Sudan

Section
Conditions of Particular Application

Apart from the above, the Contractor shall also follow the following to avoid water pollution:

- All existing stream courses and drains within, and adjacent to, the Site will be kept safe and free from any debris and any excavated materials arising from the Works. Chemicals, sanitary wastewater, spoil, waste oil and concrete agitator washings only be disposed at a location and in a manner approved by the Engineer.
- All water and waste products arising on the Site will be collected, removed from the Site via a suitable and properly designed temporary drainage system and disposed of at a location and in a manner that is approved by the Engineer and will cause neither pollution nor nuisance.
- Drainage works will be constructed, maintained, removed and reinstated as necessary and all other precautions necessary for the avoidance of damage by flooding and silt washed down from the Works will be taken. Adequate precautions will be taken to ensure that no spoil or debris of any kind are allowed to be pushed, washed down, fallen or be deposited on land adjacent to the Site.
- In the event of any spoil or debris from construction works being deposited on adjacent land or any silt washed down to any area, then all such spoil, debris or material and silt shall be immediately removed and the affected land and areas restored to their natural state by the Contractor to the satisfaction of the Engineer.
- Downstream slopes will be stabilized with concrete, rock gabions or walls to avoid erosion where warranted.
- Water for construction works shall not be drawn from sources which serve routine needs of local people unless agreed upon by local representatives.
- In case new boreholes are required, permits are to be obtained from the relevant authority or permission from local representatives sought.

SUB-CLAUSE 19.25 - NOISE AND VIBRATION CONTROL

Add the following Sub-Clause 19.25:

The Contractor shall consider noise and vibration as an environmental constraint in its design, planning and execution of the Works.

That work carried out off the Site, will not cause noise or vibration to local inhabitants.

Reduction measures shall include the following:

- the Contractor shall ensure that all powered mechanical equipment used in the Works shall be effectively sound reduced using the most modern techniques available;
- the Contractor shall construct acoustic screens or enclosures around any parts of the Works from which excessive noise may be generated;
- the Contractor shall select equipment with considerations for using equipment with lowest noise levels and ensure that all equipment is

SISP (Sudanese Investment Promotion Board)
Juba-Nimule Road
Southern Sudan

Conditions of Particular Application
PCT. 000229

Juba-Nimule Road - Package 1: (0+000-55+000)
Southern Sudan

Section 1
Conditions of Particular Application

regularly maintained to ensure the level;

- the Contractor shall ensure that all equipment engines and motors are equipped with proper mufflers.

The Contractor shall take all necessary means and measures to assure that the machinery used on site provide compliance with requirements stated herein.

The Contractor shall be responsible for repairing any damage caused as the result of vibrations generated from or by the use of his equipment, plant, and machinery.

Apart from the above, to avoid potential noise and vibration impacts, the Contractor shall also:

- provide public notification of construction operations prior to construction works;
- ensure that sensitive receptors will be avoided as possible (i.e., aggregate crushers, operators, etc.). Non vibratory rollers (for compaction) will be used near sensitive receptors such as schools and hospitals;
- ensure that stationary equipment will be placed as far from sensitive land uses as practical; selected to minimize objectionable noise impacts; and provided with shielding mechanisms where possible;
- schedule operations to coincide with periods when people would least likely be affected; work hours and work days will be limited to less noise-sensitive times. Hours-of-work will be approved by the GC having due regard for possible noise disturbance to the local residents or other activities. Construction activities will be strictly prohibited between 10 PM and 6 AM in the residential areas."

SUB-CLAUSE 19.2.6 - REDUCTION OF CONSTRUCTION OPERATION IMPACT

Add the following Sub-Clause 19.2.6:

"The Contractor shall conduct its construction operations to minimize their impact on land communications in and around the areas of construction. Measures to accomplish this requirement shall include but not be limited to the following:

- The speed for all trucks used for transporting materials and equipment shall not exceed 60 km/hr on highways.
- [REDACTED]
- [REDACTED] awareness and adherence to regulations and safety precautions.
- The control of drivers to prevent the use of alcohol and drugs. The Contractor shall stipulate that such usage shall be grounds for termination of employment on the Works.
- The storage of construction materials.
- The Contractor shall be responsible for all road damage that may occur from the transporting of materials and equipment to and from the Works. The Contractor shall repair any damage to the satisfaction of the Engineer.

The Contractor shall establish and operate borrow pits in accordance with the following:

- The Contractor shall be expected to carry out the construction works in such a way as to minimize the need for the use of borrow materials, including

...shall not be opened without the restoration of those
...surroundings,
...to the satisfaction of the Engineer is
required before final acceptance and payment under the terms of contracts."

To avoid potential adverse soils impacts, the Contractor shall:

Juba-Nimule Road - Package 1: (0+000-55+000)
Southern Sudan

Section
Conditions of Particular Application

- Vegetation removal at the site-preparation stage (preliminary to actual construction) or for bridge site detours is to be minimized, and all soils disturbed by site earthworks are to be reseeded without delay using indigenous or naturalized grasses (e.g., a creeper grass, *Cynodon dactylon*, that is naturalized in Africa due to the frequency of its use in soil-erosion prevention and control). Proper care shall be taken to increase survival rate of re-vegetation plantings like regular watering, etc. including timely replacement of perished saplings. Cleared vegetation is not to be discarded into any rivers or lakes. Trees felled during site preparation can be made available to the Contractor's camp or local communities.
- On steeper slopes, roadside ditches shall be lined with riprap or sow grass or other cover crops to anchor the soil.
- To control erosion from disturbed soils, reseeded should be commenced if grasses have not been re-established on 80 percent of the disturbed area within 1 month after site preparation earthworks are complete (unless weather conditions dictate otherwise).
- If the Right of Way has been cleared in the dry season, reseeded may be delayed until ample moisture is available to insure seed germination. Conversely, if site preparation occurs during the rainy season, exposed soils should be closely monitored to determine if the resident seed bank might be sufficient to re-establish grass cover without supplemental reseeded.
- During land clearing operations, topsoil shall be collected by the Contractor, preserved, and reused as a base for turfing of embankment slopes or development of barren areas along roadside.
- The Contractor shall ensure that energy dissipaters are installed according to the type and location indicated in the drainage plan.
- The Contractor shall provide erosion control measures around stockpiles to prevent transport of sediments to nearby watercourses, water bodies or wetlands.
- No earth, rock or debris is deposited on public or private rights of way as a result of its operations.
- Final forming and re-vegetation will be completed as soon as possible following fill placement to facilitate regeneration of a stabilizing ground cover.
- Seeding with a fast growing crop and potential native seed mix shall occur immediately after fill placement to prevent scour and to encourage stabilization.
- Stepped embankments are constructed for embankments greater than six meters.
- The cut and fill quantities required for profile correction shall be balanced to the extent possible, to avoid dependence on earth from borrow areas.
- In both cases of cut and fill, top soil shall be preserved and reused for turfing of embankment slopes or redevelopment of borrow areas or any other areas in the vicinity of roads.
- Under no circumstances shall topsoil be allowed for use as a fill material in road construction activities.

Conditions of Particular Application - Page 30 of 81

Joba-Nimule Road - Package 1: (0+000-55+000)
Southern Sudan

Section .
Conditions of Particular Application

raised to prevent spillage leaking off the base. The Contractor shall mop up any spillage as soon as they occur.

- Oil and grease traps shall be installed in drainage systems associated with vehicle and plant washing facilities, service, fuel storage and fuelling areas, and kitchen wastewater disposal facilities. The drainage systems shall be maintained in an effective condition throughout the construction period.
- Operational boreholes shall be left for local community use after departure of the Contractor.

Use of Water Resources

Road rehabilitation and reconstruction in Southern Sudan uses reasonable quantities of water for various activities, including concrete works, dust control and most importantly for wet compaction of applied layers to the road surface. Finding adequate sources of water for these purposes can be a major challenge.

- The Contractor is enjoined from using existing water sources, both surface and groundwater, to the detriment of the existing community. Abstraction of water for road construction use from wetlands is to be avoided.
- If borehole water is used in large quantities, a record will be kept by the Contractor of the ground water level in the surrounding of the borehole and sufficient care will be given to avoid any effect on other boreholes used by surrounding local communities. The water table level will be reported in the Contractor's journal and continuation of pumping will be subject to the Engineer's approval.
- The Contractor is required to ensure that the water quality of the borehole be maintained over the life of his use of the facility, with appropriate measures to isolate it from run-off draining down into it.

To avoid potential adverse impacts to flora and fauna, the Contractor is required to prohibit workers from hunting, fishing, trapping, killing or other use of natural resources (with the exception of vermin) on the site or on adjacent lands.

To avoid potential adverse impacts to protected areas, the Contractor shall ensure that:

- Poaching of wildlife and/or harvesting of hardwoods in Nimule National Park is strictly forbidden.
- The Aswa Bridge and Nimule should occur on the east side of the road and not encroach into the NNP buffer zone on the west side of the road.
- No trees and other bush vegetation shall be cut within the NNP buffer zone except for a 10 meter wide strip adjacent to the roadside.
- The Contractor shall erect signpost at regular intervals adjacent to the NNP indicating animal migration routes and speed limits.
- Construction camp, maintenance areas, materials storage, borrows pits, quarries and waste disposal sites shall not be constructed within one kilometer of the NNP buffer zone.

Quarries and Borrow Pits: The Contractor shall use only approved quarry sites. Where no approved sites exist the Contractor shall be responsible for opening and operating their own quarry. The Contractor shall ensure that the quarry area is not

Juba-Nimule Road - Package 1 (07-00-52-000)
Southern Sudan

Section 7
Conditions of Particular Application

located in irrigated agriculture land, grazing land, protected areas, water bodies, stream and seepages areas, wetlands, or area supporting rare flora/fauna and not within one kilometer of settlements, and in ecologically stable land. The Contractor shall ensure, with oversight from the Engineer, that the correct compensation has been paid to the landowner of the quarry site.

SUB-CLAUSE 19.2.8 - ENVIRONMENTAL MANAGEMENT PLAN AND ORGANIZATION

Add the following Sub-Clause 19.2.8:

"The Contractor shall prepare and submit to the Engineer for review and consent no later than 30 calendar days after Notice to Commence an Environmental Management Plan. The Contractor shall require to follow the following agencies and guidance documents in preparing, implementing and monitoring their Environment Management Plan for this Road Project

- Applicable rules and regulations of the Government of Southern Sudan (GOSS) Ministry of Transport and Roads (MTR) and other GOSS ministries and local authorities;
- Sudan Transitional Environmental Program Programmatic Environmental Assessment (STEP PEA; June 2006), including Appendix E: Environmental Design Checklist; and
- Sudan Infrastructure Program (SIP) Environmental Guidelines for the MTR Directorate of Roads and Bridges (November 2007)

The Contractor's Environmental Management Plan shall contain, without limitation, the following details:

- an undertaking signed by the managing director of the Contractor to the effect that the Contractor will ensure that environmental protection is given highest priority in all aspects of the Works and in discharging his contractual obligations;
- a statement attesting the Contractor's understanding of, and means of ensuring due compliance with, the statutory regulations relating to construction work in the Government of Southern Sudan (GOSS);
- environmental management staff organizational structure, which should identify the personnel to be engaged environmental protection and the responsibilities of the participants;
- names, addresses and telephone of all participants;
- the Contractor shall ensure that the Environmental Management Plan includes, the establishment of a regular communication and reporting system;
- frequency, coverage and intent of environmental management meetings together with the rationale for attendance;
- frequency, coverage and intent of regular environmental reports;
- methods of promoting an awareness of environmental protection and amongst all persons directly or indirectly associated with the Works;
- storage of liquid, toxic and dust creating materials;

Juba-Nimule Road - Package 1: (0+000-55+000)
Southern Sudan

Section
Conditions of Particular Application

- waste control and management;
- materials handling;
- erosion prevention;
- temporary drainage;
- the powers vested in the environmental management staff which would enable them to take urgent, appropriate and direct action to prevent and/or correct disruption to the environment.
- the means by which environmental management matters and requirements will be communicated to Subcontractors of all tiers.
- the means by which environmental management systems will be supervised, monitored and audited to ensure due compliance with the principles and objectives of the environmental management Plan at all levels of construction.
- records to be prepared and maintained by environmental management staff and communication procedures to be adopted such that the Engineer and others associated with the Works (e.g. Subcontractor) are kept fully informed on matters relating to environmental management regulations throughout the period of the Contract; and
- proposals to ensure that construction methods do not compromise the Contractor's commitment to environmental management."

SUB-CLAUSE 19.2.9 - ENVIRONMENTAL REPORTS

Add the following Sub-Clause 19.2.9:

"The Contractor shall submit weekly environmental reports to the Engineer as a requirement of its environmental management plan. A summary report shall be submitted as part of the monthly progress report. Prior to submission, the Contractor's project manager shall endorse the report. Reports shall comprehensively address all relevant aspects of environmental requirements and, in particular, report on all environmental audits undertaken during the period covered by the report."

SUB-CLAUSE 19.2.10 - ENVIRONMENTAL INSPECTIONS

All areas (including construction areas, sites areas, plant and equipment areas and Contractor staff office and accommodations) that are directly or indirectly associated with the Contract shall be regularly inspected for compliance with environmental requirements. Specific issues include but not be necessary limited to:

- dust control;
- waste handling and disposal;
- oil and diesel handling and storage;
- prevention of materials encroaching outside the right of way;
- temporary drainage;
- water quality;
- erosion prevention and

Juba-Nimule Road + Phase 1 + 100/200/35 + 1000
Southern Sudan

Section
Conditions of Particular Application

- slope stability."

SUB-CLAUSE 19.2.11 - REFRIGERANTS AND FIRE EXTINGUISHERS

Add the following Sub-Clause 19.2.11:

"Refrigerants and fire Extinguishers shall be in accordance with the 'Montreal Protocol'. Wall-mounted hand fire extinguishers shall be of the all-purpose, nitrogen-pressured, dry chemical type."

SUB-CLAUSE 19.2.12 - PROTECTION OF SOILS

Add the following Sub-Clause 19.2.12:

Cut and Fill Activities

In undertaking cut and fill activities associated with the works the Contractor shall:

- Select less erodible material, placement of gabions and riprap and good compaction, particularly around bridges and culverts.
- Complete final forming and re-vegetation will be completed as soon as possible following fill placement to facilitate regeneration of a stabilizing ground cover.
- Trench where necessary to ensure successful establishment of vegetation.
- Seed with a fast growing crop and potential native seed mix immediately after fill placement to prevent scour and to encourage stabilization.
- Stabilize embankment slopes and road cuts by re-vegetation with grazing resistant plant species, placement of fiber mats, riprap, rock gabions, or other appropriate technologies.
- Complete discharge zones from drainage structures with riprap to reduce erosion when required.
- Line down drains/chutes with rip-rap/masonry or concrete to prevent erosion.
- Adjust side slopes in the range based on soil and other conditions and within a range as determined in consultation with the Employer Representative to reduce erosion potential or, if necessary, cover with riprap or other material to prevent soil erosion.
- Use stepped embankments for embankments greater than six meters.

SUB-CLAUSE 19.3 - HEALTH AND SAFETY

Add the following Sub-Clause 19.3:

"Due precautions shall be taken by the Contractor to ensure the safety and security of his staff and labor to ensure that medical staff, first aid equipment and stores, sick bay and suitable ambulance service are available at the camps, housing, and on the Site at all times throughout the period of the Contract and that suitable arrangements are made for the prevention of epidemics and for all necessary welfare and hygiene requirements. Initial Safety Induction Courses are required for all workmen within first week on the Site. Periodic safety course shall be conducted not less than once every six months. All Contractors' employees will be required to

SISP (USAID) Southern Sudan

Conditions of Particular Application - Page 34 of 81

12-10-11

12-10-11

Juba-Nimule Road - Package 1: (0+000-55+000)
Southern Sudan

Section
Conditions of Particular Application

participate in relevant training courses appropriate to the nature, scale and duration of the works. Training courses shall be conducted for all workmen on the Site and at all levels of supervision and management."

SUB-CLAUSE 19.4 - RECORDS OF SAFETY AND HEALTH

Add the following Sub-Clause 19.4:

"The Contractor shall maintain such records and make such reports concerning safety, health, and welfare of persons and damage to property as the Engineer may from time to time prescribe."

SUB-CLAUSE 19.5 - REPORTING OF ACCIDENTS AND SECURITY INCIDENTS

Add the following Sub-Clause 19.5:

"The Contractor shall report to the Engineer details of any accident or incident pertaining to the security of its personnel, equipment, the Site, its camp or the completed Works as soon as possible after its occurrence. The report shall be based on a detailed investigation by the Contractor of the event and provide particulars of what occurred (with explanatory sketch as necessary), who was involved (including names, and affiliations of such persons), what caused the incident, when the incident occurred (time and date), where the incident occurred and why the incident occurred. In addition the report shall fully describe what means and measures the Contractor shall take to prevent the future occurrence of such incidents. In the case of any fatality or serious injury, the Contractor shall, in addition, notify the Engineer immediately by the quickest available means."

SUB-CLAUSE 19.7 - SAFETY, SECURITY, ENVIRONMENTAL, HEALTH AND TRAFFIC MANAGEMENT OFFICERS

Add the following Sub-Clause 19.7:

"The Contractor shall have on his staff on Site officers dealing with the safety, security, health, environmental matters and protection against accidents for all staff and labor. These officers shall be qualified for their work and shall have the authority to issue instructions and take protective measures to prevent accidents and incidents and safeguard all project operations and personnel.

Contingent on the qualifications of the person(s) proposed and the concurrence of the Engineer, an officer so appointed by the Contractor may have more than of the

~~mentioned areas of responsibility.~~

~~The appointed Officer shall not be removed from the Site without the express~~
~~written permission of the Engineer. Within fourteen (14) days of any such removal~~
~~or notice of intent of removal, a replacement Officer shall be nominated for the~~
~~Engineer's approval.~~

SISP (USAID) Southern Sudan

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Juba-Nimule Road - Package I (0+000-55+000)
Southern Sudan

Conditions of Particular Application

The Officer shall be provided with supporting staff in accordance with the staffing levels set out in the Plan. The supporting staff shall include at least one (1) Deputy whose appointment is also subject to the Engineer's approval. The Deputy is required to be capable of assuming the duties and functions of the Officer whenever necessary.

The Officer and his staff will be empowered to instruct all employees of the Contractor at any level to cease operations and take urgent and appropriate action to make safe the Site and prevent unsafe working practices or other infringements of the Plan or the statutory regulations.

The Officer shall maintain a daily Site Diary comprehensively recording all relevant matters concerning Site environmental management, safety and traffic management, inspections and audits, related incidents and the like. The Site Diary shall be available at all times for inspection by the Engineer.

SUB-CLAUSE 19.8 - TRAFFIC MANAGEMENT

Add the following Sub-Clause 19.8

Traffic Management General Requirements

- (a) The Contractor shall endeavor to keep existing roads open to traffic during construction operations but may bypass traffic over a detour when approved by the Engineer or shutdown traffic for a period of time if necessary in accordance with requirements and procedures of Sub-Clause 19.8.1. The Contractor shall ensure that his operations are scheduled such that the length and number detours and shutdowns are minimized.
- (b) The Contractor shall keep roads and footpaths affected by his operations free from soil and material spillage, and ensure that construction areas can accommodate traffic safely at all times.
- (c) The Contractor shall erect and maintain signs, barricades, and other traffic management devices as may be required to advise the public of shut-downs and/or to guide traffic inside and outside works areas as indicated by the Traffic Plan, Traffic Shut-Down Plan, Specifications or as directed by the Engineer. Particular care shall be taken during blasting operations to warn the public of impending blasts and to keep all traffic and people well away from the impact area of stone and debris.
- (d) Traffic management devices that become damaged or worn unacceptable while their use is required for a particular construction operation, all such devices, except those necessary for public safety, shall be removed.
- (f) Retro-reflective and painted surfaces on signs, barricades, and other devices shall be kept clean, in a good state of repair and retain their retro-reflective ability at all times.
- (g) The Contractor shall take care at all times to ensure the convenience and safety of residents along and adjacent to the road and any public highway affected by the Works.
- (h) The Contractor shall be responsible for investigating and establishing

Juba-Nimule Road - Package 1: (0+000-55+000)
Southern Sudan

Section
Conditions of Particular Application

the requirements for traffic management and safety. This includes becoming familiar with existing traffic conditions, the importance of maintaining traffic safety and minimizing traffic delay, co-operating with local government agencies having jurisdiction, and submitting to the Engineer for approval a Traffic Management and Traffic Shut-Down Plans.

Traffic Control Measures

- (a) To facilitate traffic movement and safety within and near work sites, the Contractor shall supply, erect and maintain traffic signs, lights, barricades, rubber cones and other facilities as necessary or required by the Engineer.
- (b) For the proper control of traffic as needed or when/where directed by the Engineer, the Contractor shall furnish and station competent flagmen whose sole duties shall consist of directing the movement of traffic through or around the works.
- (c) Traffic control devices, signs and public information signs shall conform to the following:
 - Sign Panels shall be orange with black legend unless otherwise specified.
 - Signposts shall be of untreated softwood or other materials acceptable to the Engineer.
 - Signs shall be capable of remaining in position during normal traffic and wind conditions.
 - Barricades and temporary fences shall be constructed of wood, metal or plastic and be painted on the side facing traffic.
 - Cones shall be a minimum of 75 cm in height with a broadened base and capable of withstanding impact without damage to the cones or vehicles. All cones shall be orange/white in color, highly visible, and capable of remaining in position during normal traffic and wind conditions.
 - Warning lights shall be as approved by the Engineer.
 - Traffic control devices shall be operated only when needed.

Number of Traffic Lanes

- (a) Except under exceptional circumstances (e.g. during blasting) at least one traffic lane must be maintained at all times and road diversions and bypasses should be of the same traffic capacity as the original road.
- (b) When work commences on culverts in the dry season, the work must be completed and the adjacent embankments reinstated before the onset of following wet season, so that at least half the full width shall be available for use by the public at all times.

Temporary Road Works

Before constructing temporary road works, the Contractor shall make all necessary arrangements, including payment if required, with the public authorities or landowners concerned, for the use of the land and shall obtain the approval of the Engineer.

- (b) Temporary road works shall be constructed to the satisfaction of the

Juba-Nimule Road - Part 2
Southern Sudan

Conditions of Particular Application

Engineer, but the Contractor shall be responsible for any damage done to or caused by such temporary road works.

- (c) The Contractor shall submit for approval by the Engineer, drawings giving full details of such items as alignment, signing, lighting, profile, riding quality and duration of the temporary road and the proposed maintenance arrangements.
- (d) The Contractor shall make all arrangements necessary to permit the passage along the road of constructional plant, materials and employees belonging to other contractors engaged in the construction of contiguous stretches of road.
- (e) The Contractor shall control dust on the detour roads at all times and shall keep them free from debris resulting from adjacent construction activities.
- (f) The Contractor shall furnish, maintain and remove, on work completion, all temporary road work and clean up and restore the land to the satisfaction of the Engineer, and in accordance with the requirements of the relevant Technical Specification. No additional claim for time or payment will be made for these reinstatement works."

Temporary Shutdown of Traffic

Because the shutdown of traffic along the roadway may be disruptive to community activities and cause inconveniences to the local population, the Contractor shall as much as possible endeavor to provide for a continuous flow of traffic along the roadway using detours and traffic control measures. Narrow roadway widths may require controlled blasting in selected locations to widen the roadway. In this case, roadway sections will be closed for periods of time. Any shutdown of traffic along the roadway shall strictly adhere to the requirements and procedures of Sub-Clause 19.8.1. (Blasting will not be permitted on or around Gordon Hill due to the proximity of a wild life reserve at Nimule National Park). Only rock breaking by mechanical means will be permitted in this vicinity.

SUB-CLAUSE 19.8.1 - SHUTDOWN OF TRAFFIC

Add the following Sub-Clause 19.8.1

So as to minimize the effects of roadway shutdowns, the approval of and coordination with State and local government officials having jurisdiction is mandatory. In addition, advance notification of the public by (1) the posting of signs (in English) on the roadway, and along access routes to the roadway, and (2) notifications in local available media, including television, radio and newspapers, shall be required. The Contractor shall maintain a booth at each end of the roadway section that is shutdown or at other locations as may be requested by the Engineer. Personnel at these booths shall be furnished with up to date information concerning the roadway shutdown.

No later than four (4) months after the Notice to Commence or two months before the Contractor proposes to commence operations along a section the roadway that that will necessitate the shut down of traffic, whichever occurs first, the Contractor shall submit a "Traffic Shutdown Plan" to the Engineer for his information and concurrence. The plan shall be submitted to the Engineer after the Contractor has consulted with province and local government officials having jurisdiction and

Juba-Nimule Road - Package 1: (0+000-55+000)
Southern Sudan

Section 1
Conditions of Particular Application

obtained their approval to proceed in accordance with the plan. The plan shall as a minimum include the following:

- (a) a "Roadway Shutdown Schedule" noting (1) the times and durations of all scheduled traffic shutdowns (2) the section(s) of the roadway that will be effected by each shutdown and (3) the work scheduled to be accomplished during each shutdown period;
- (b) public notification actions including, but not be necessary limited to, the following:
 - information signs including (1) wording, (2) the size of signs and (3) the location of all signs;
 - media notifications including (1) means of announcements, via; news radio and/or other and (2) times and dates of announcements;
- (c) any requirements and/or procedures required by the local government officials having jurisdiction; and
- (d) the names and signatures of all regional and local government officials approving the plan.

In the event it may be necessary to modify the "Traffic Shutdown Plan" after initial approval by the government officials and submission to the Engineer, the Contractor shall make appropriate modifications to the plan, with due consideration for changes required in accordance with (a) and (b) obtain the approval and signatures of the government per (c) above and submit the modification(s) to the Engineer no later than seven (7) days before the change(s) will come into effect.

No later than seven (7) days prior to meeting with local government officials for obtaining their approval of the "Traffic Shutdown Plan" or any changes thereto, the Contractor shall inform the Engineer, who may at its option attend and/or send his representative(s) to the meeting(s). Contractor must note that that shutdowns of the other two (2) contractors may result in delays for transport of equipment, plant staff, and materials, etc. However, this will not be a cause for any compensation or claim.

SUB-CLAUSE 19.9 - TRAFFIC MANAGEMENT PLAN

Add the following Sub-Clause 19.9

"The Contractor shall prepare and submit to the Engineer for review and consent no later than 30 calendar days after Notice to Commence, a traffic management plan which shall contain, without limitation, the following details:

- (a) traffic management staff organizational structure, which should identify the personnel to be engaged for traffic management, the responsibilities of the participants and the subdivision of the project traffic management tasks into elements which can be effectively controlled;
- (b) The plan shall cover the means and methods the Contractor intends to take for proper and adequate control of traffic during the course of the Works. It shall include but not be limited to:
 - the traffic control equipment the Contractor proposes to use for the Works;
 - traffic control signage including location and sign descriptions;

Juba-Nimule Road - Package 1, 2007
 Southern Sudan

Section
 Conditions of Particular Application

- how and when the Contractor proposes to use traffic control flag men;
- traffic control means during no-working periods and
- traffic control means and devices for night and off-hour periods;
- (c) Procedures and requirements for shutdown of traffic along sections of the roadway, including (1) coordination with authorities having jurisdiction and (2) procedures for prior notification of the public.
- (d) names, addresses and telephone numbers of all participants shall be listed;
- (e) criteria for appointment of traffic management staff;
- (f) proposed interaction and communication procedures between the Contractor's construction personnel and traffic management personnel including proposals for radio communication facilities and in particular, the establishment of a regular communication and reporting system;
- (g) the powers vested in the traffic management staff which would enable them to take urgent and appropriate and direct action to correct improper or inadequate traffic control measures; and
- (h) procedures for updating the traffic management plan."

SUB-CLAUSE 19.10- FAILURE TO COMPLY WITH REQUIREMENTS

Add the following Sub-Clause 19.10:

"If the Contractor fails to comply with any Quality Control, Safety, Environmental, Security, Health, and/or Traffic Management requirements set forth in the Contract and/or the requirements of consented to or approved Contractor "plans" that pertain to these matters or the Contractor fails to maintain Construction Drawings or provide As Built Drawings as required by the Contract, the Engineer may (after advising the Contractor in writing of the non-compliance and the Contractor's failure to take corrective action to the satisfaction of the Engineer, within two weeks after such notification) withhold up to ten percent (10%) of the approved amount due to the Contractor for cumulative interim payment amounts for the Work as determined pursuant to Sub-Clause 60. Such withholdings may be made from successive interim payments after the initial withholding until the Contractor remedies, to the satisfaction of the Engineer, the non-compliance for which the initial withholding was made.

In the event that the Engineer withholds payment to the Contractor pursuant to this Sub-Clause 19.10, the Contractor shall be notified in writing of the amounts withheld on the applicable interim payment certificate. The Contractor shall be notified in writing of the Contractor and notify the Contractor in writing of the corrective action required by the Contractor for release of the amounts withheld.

Upon correction, or other action carried out that resolves the matter, the Contractor shall advise the Engineer in writing of such resolution or correction and request release of the amounts withheld. The Engineer shall reply in writing to such written requests by the Contractor no later than five (5) calendar days after receipt of the Contractor's written request, advising the Contractor of his acceptance or rejection of the corrective action and/or other resolution of the non-compliance(s).

If the Contractor's request is rejected the Engineer shall, in his written reply to the Contractor, explain his reasons for such rejection. If the request is accepted, payment

Juba-Nimule Road - Package L: (0+000-55+000)
Southern Sudan

Section
Conditions of Particular Application

for all approved amounts withheld pursuant to this Sub-Clause shall be approved for payment by the Engineer, as notified in writing by the Engineer in response to the Contractor's request, in the next interim payment.

Any amounts that are withheld for payment pursuant to the provisions of this Sub-Clause shall not be subject to the provisions of Sub-Clause 60.8 during the period that amounts are withheld and are in addition to retention amounts retained pursuant to Sub-Clause 60.5.

The provisions of this Sub-Clause apply to the Contractor's requirements and obligations as stated or implied under Sub-Clause 7.7, Sub-Clauses 19.1, 19.2 (including Sub-Clauses 19.2.1 through 19.2.10), 19.3, 19.4, 19.5, 19.6, 19.7, 19.7.1, 19.8, 19.8.1 and 19.9, Sub-Clauses 34.6 and 34.7, Sub-Clause 36.1, Sub-Clause 37.6 (including Sub-Clauses 37.6.1 through 37.6.10) and Sub-Clauses 38.3 and 38.4.

SUB-CLAUSE 20.4 - EMPLOYER'S RISKS

Delete the text of Sub-Clause 20.4 in its entirety and replace it with the following:

"The Employer's risks are:

- (a) insofar as they directly affect the execution of the Works in the country where the Permanent Works are to be executed:
 - (i) declared war and hostilities, invasion, act of foreign enemies;
 - (ii) rebellion, revolution, insurrection, military or usurped power, or civil war;
 - (iii) ionizing radiations, or contamination by radioactivity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
 - (iv) pressure waves caused by aircraft or other aerial devices traveling at sonic or supersonic speeds;
 - (v) riot, commotion, or disorder, unless solely restricted to the employees of the Contractor or of his Subcontractors and arising from the conduct of the Works;
- (b) loss or damage due to the use or occupation by the Employer of any Section or part of the Permanent Works, except as may be provided for in the Contract;
- (c) loss or damage to the extent that it is due to the design of the Works, other than any part of the design provided by the Contractor or for which the Contractor is responsible; and
- (d) any operation of the forces of nature (insofar as it occurs on the Site) that an experienced contractor:
 - (i) could not have reasonably foreseen, or
 - (ii) could reasonably have foreseen, but against which he could not reasonably have taken at least one of the following measures:
 - (A) prevent loss or damage to physical property from occurring by taking appropriate measures, or
 - (B) insure against such loss or damage."

SUB-CLAUSE 21.1 - INSURANCE OF WORKS AND CONTRACTOR'S EQUIPMENT

SISP (USAID) Southern Sudan

Sub-Clause 21.1 Insurance of Works and Contractor's Equipment

Juba-Nimale Road - Juba (400,000,000)
Southern Sudan

Conditions of Particular Application

Add the following words at the end of sub-paragraph (a) and immediately before the last word of sub-paragraph (b) of Sub-Clause 21.1:

"it being understood that such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred."

SUB-CLAUSE 21.2- SCOPE OF COVER

Amend sub-paragraph (a) of Sub-Clause 21.2 by deleting the words "from the start of work at the Site" and by replacing it with therefore the words "from the first working day after the Commencement Date."

and

Add the following as Sub-Clause (c) under Sub-Clause 21.2:

"(c) It shall be the responsibility of the Contractor to notify the insurance company of any change in the nature and extent of the Works and to ensure the adequacy of the insurance coverage at all times during the period of the Contract."

SUB-CLAUSE 21.4 - EXCLUSIONS

Amend Sub-Clause 21.4 to read as follows:

"There shall be no obligation for the insurances in Sub-Clause 21.1 to include loss or damage caused by the risks listed under Sub-Clause 20.4 sub-paragraphs (a) (i) to (iv) of the Conditions of Particular Application."

SUB-CLAUSE 23.1.1 - MINIMUM AMOUNT OF THIRD-PARTY INSURANCE

Add the following Sub-Clause 23.1.1:

Minimum amount of Third-Party insurance is US \$1,000,000.00 (one million) per occurrence, with the number of occurrences unlimited - see table below.

| Value of Contract | Coverage | Limits of Liability |
|-----------------------------|--------------------------------|----------------------------|
| \$1,000 to \$4,999,999 | Professional Liability | \$1,000,000/per claim |
| | General Liability | \$1,000,000/per occurrence |
| | | \$2,000,000/aggregate |
| | Automobile Liability | \$1,000,000/per occurrence |
| | Workers' Compensation (or DBA) | Statutory |
| | Employers Liability | \$500,000 |
| \$5,000,000 to \$19,999,999 | Professional Liability | \$3,000,000/per claim |
| | General Liability | \$1,000,000/per occurrence |
| | | \$2,000,000/aggregate |
| | Automobile Liability | \$1,000,000/per occurrence |
| | Workers' Compensation (or DBA) | Statutory |
| | Employers Liability | \$1,000,000 |
| Over \$20,000,000 | Professional Liability | \$5,000,000/per claim |
| | General Liability | \$2,000,000/per occurrence |
| | | \$4,000,000/aggregate |
| | Automobile Liability | \$2,000,000/per occurrence |
| | Workers' Compensation (or DBA) | Statutory |
| | Employers Liability | \$1,000,000 |

Contractor shall provide a letter from its broker or insurance agent attesting to the

Juba-Nimule Road - Package 1: (0+000-55+000)
Southern Sudan

Section :
Conditions of Particular Application

availability, limits of insurance and bonding, meeting all terms and conditions contained in this solicitation. The broker should provide the necessary information on its letterhead and be signed under "oath" with a suitable "notary" or other attestation.

SUB-CLAUSE 24.3 - RELOCATION OF U.S. BUSINESSES

Add the following Sub-Clause 24.3:

"No funds or other support provided hereunder may be used in a project or activity reasonably likely to involve the relocation or expansion outside of the United States of an enterprise located in the United States if non - U.S. production in such relocation or expansion replaces some or all of the production of, and reduces the number of employees at, said enterprise in the United States."

SUB-CLAUSE 24.4 - ASSISTANCE TO EXPORT PROCESSING ZONES

Add the following Sub-Clause 24.4:

"No funds or other support provided hereunder may be used in a project or activity the purpose of which is the establishment or development in a foreign country of any export processing zone or designated area where the labor, environmental, tax, tariff, and safety laws of the country would not apply, without the prior written approval of the Client."

SUB-CLAUSE 24.5 - INTERNATIONALLY RECOGNIZED WORKER'S RIGHTS

Add the following Sub-Clause 24.5:

"No funds or other support provided hereunder may be used in an activity which contributes to the violation of internationally recognized rights of workers in the recipient country, including those in any designated zone or area in that country."

SUB-CLAUSE 25.1 - EVIDENCE AND TERMS OF INSURANCES

Amend Sub-Clause 25.1 by:

1. inserting the words "as soon as practicable after the respective insurances have been taken out but in any case" before the words "prior to the start of work at the Site." and
2. adding the following at the end of Sub-Clause 25.1:

Engineer an itemized breakdown of their costs are included in the price of other price

SUB-CLAUSE 25.5 - SOURCE OF INSURANCES

Add the following Sub-Clause 25.5:

"The Contractor shall be entitled to place all insurance relating to the Contract (including, but not limited to, the insurance referred to in Clauses 21, 23, and 24) with insurers from any eligible source country which have been determined to be acceptable to the Employer."

INSPECTIONS AND AUDIT BY THE CLIENT

Add the following Sub-Clause 26.2:

"The Contractor shall permit the Client to inspect the Contractor's accounts and records relating to the performance of the Contract and to have them audited by